

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, October 18, 2011

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**[2011-0167](#)

APPROVE or DENY the petition, filed by Monty Bounds, Pastor, on behalf of 19th Avenue Baptist Church, to vary from:

1. Article 5, Sections 95.07 (3A) (b) which states that for building mounted wall signs the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,

2. Article 5, Section 95.07 (3A) (c) which states that for building mounted wall signs the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet and

3. Article 5, Section 95.11 (4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district

for a certain property located at 501 North 19th Avenue (Parcel 20-1008-47, PPIN 26099, Ward 4); Hattiesburg Planning Commission recommended to DENY on September 7, 2011.

Attachments:[Hold Appeal Hearing - 501 North 19th Avenue](#)

2011-0160

APPROVE or DENY the petition, filed and represented by Glenn Nees, on behalf of David Ott, BNO, LLC, owner, to vary from:

1. Article 4, Section 52.04 (2A) which states that on interior lots there shall be a side yard setback on each side of a building having a width of not less than ten (10) feet and instead allow one (1) foot for a variance of nine (9) feet for the attached garage;
2. Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow five (5) feet for a variance of twenty (20) feet for the attached garage; and
3. Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow twelve (12) feet for a variance of thirteen (13) feet for an addition to the residential structure

for a certain property located at 105 South 22nd Avenue (Parcel #22-324-2-14, PPIN 16473, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011.

Attachments: [Variance - 105 South 22nd Avenue](#)

2011-0158

APPROVE or DENY the petition filed and represented by Charles Bourland, Landry and Lewis Architects on behalf of William Carey University, owner, to allow a Use Permit Upon Review for a "Public or private school offering general courses" in an R-1C (Single-Family Residential) District, for certain property located at 513 Tuscan Avenue (Parcel # 40-88-18-12, PPIN 13655, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011.

Attachments: [Use Permit Upon Review - 513 Tuscan Avenue](#)

[2011-0161](#)

Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time as recorded on the Resolutions to remove violations per the recommendations of the Code Enforcement Manager.]

Attachments:[20 Prop. to Adopt MEMO Condemnation 10-18-11 Resolution #2011-147-166](#)[800 Sioux Lane](#)[800 Sioux Lane executed](#)[404 Mable Street](#)[404 Mable Street executed](#)[314 West 4th Street](#)[314 West 4th Street executed](#)[619 West 4th Street](#)[619 West 4th Street executed](#)[615 West 4th Street](#)[615 West 4th Street executed](#)[119 West 4th Street](#)[119 West 4th Street executed](#)[637 West 4th Street](#)[637 West 4th Street executed](#)[Mobile Street](#)[Mobile Street executed](#)[706 Atlanta Street](#)[706 Atlanta Street executed](#)[Barry Street](#)[Barry Street executed](#)[400 Mable Street](#)[400 Mable Street executed](#)[Dewey Street](#)[Dewey Street executed](#)[400 Mable Street Parcel: 28-56-4-1](#)[400 Mable Street Parcel: 28-56-4-1executed](#)[1211 Dewey Street](#)[1211 Dewey Street executed](#)[Dewey Street Parcel: 33-536-3-5](#)[Dewey Street Parcel: 33-536-3-5 executed](#)[708 Atlanta Street](#)[708 Atlanta Street executed](#)[205 Kensington Drive](#)[205 Kensington Drive executed](#)[208 Rosa Avenue](#)[208 Rosa Avenue executed](#)[926 Ida Avenue](#)

[926 Ida Avenue executed](#)

[416 Mable Street](#)

[416 Mable Street executed](#)

[2011-0152](#)

Adopt a Resolution authorizing preparation and submittal of an application for CDBG Grant funds from the Mississippi Development Authority for waste water treatment facilities improvements and for related purposes.

Attachments: [CDGGgrant.wastewatertrmt](#)

[2011-0172](#)

Adopt a Resolution declaring up to (45) forty-five vehicles as unmarked to be used in the operation of the City of Hattiesburg Police Department.

Attachments: [unmarked vehicles](#)

[unmarked vehicles executed Resolution #2011-167](#)

[2011-0162](#)

Authorize Mayor to execute in triplicate Professional Services Agreement with Wilber Smith Associates for the Transit Bus Stop American with Disabilities Act (ADA) Accessibility Project.

Attachments: [Transit Bus Stop ADA Accessibility Project Eng Serv Contract 11 10 18](#)

[Transit Bus Stop ADA Accessibility Project Eng Serv Contract 11 10 18 execute](#)

[2011-0150](#)

Authorize Mayor to execute in duplicate Contract for Engineering Services with Shows, Dearman and Waits, Inc. for Martin Luther King Blvd. Reconstruction and Extension.

Attachments: [SD&W Eng Contract 10 18 11](#)

[SD&W Eng Contract 10 18 11-executed](#)

[2011-0149](#)

Authorize Mayor to Execute in duplicate Contract for Engineering Design Services with Shows, Dearman and Waits, Inc. for Long Leaf Trace Extension from Hutchinson to Main Street.

Attachments: [11 10 18 Long Leaf Trace](#)

[Long Leaf Trace Contract - executed](#)

[2011-0156](#)

Authorize the Mayor to execute an agreement with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway in accordance with the Federal Highway Administration's guidelines for Planning and Environmental Linkage studies for an amount not to exceed \$247,326.64 (MDOT Project Number STPD-8776-00(044)LPA/105844-811000).

Attachments:[Westernbeltway](#)[Westernbeltway executed](#)[2011-0189](#)

Approve and authorize Mayor to execute in triplicate a Housing Repair Grant Award to Belle Lang of 811 Bowling Street in an amount not to exceed \$10,000. {Entitlement}

Attachments:[Grant Agreement B. Lang \(\\$10K-\) 10.05.11](#)[Grant Agreement B. Lang \(\\$10K-\) 10.05.11 executed](#)[2011-0170](#)

Authorize Mayor to execute, in triplicate, HOME CHDO Grant Agreement between Pinebelt Community Services and the City of Hattiesburg for CHDO Set-Aside funds not to exceed \$110,761.28 for the development of affordable housing.{Entitlement}

Attachments:[2011 CHDO AGREEMENT - PBCS 10-18-2011](#)[2011 CHDO AGREEMENT - PBCS 10-18-2011 executed](#)[Exhibit A for Pinebelt Community Services Agreement](#)[2011-0153](#)

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

Attachments:[BCS EMERGENCY Repair Subrecipient 2011](#)[BCS EMERGENCY Repair Subrecipient 2011 executed](#)[2011-0157](#)

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcel Nos. 2-028J-08-013.00, 2-028I-08-243.00, 2-028I-08-310.00, 2-028I-08-242.00, 2-028I-08-435.00, 2-028I-08-327.00, 2-028I-08-434.00 for the West 4th Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000.

Attachments:[W 4th St Imp Project Property Values](#)

VII. ROUTINE AGENDA

[2011-0145](#) Authorize Mayor to execute annual Maintenance Agreement with R.J. Young for a copier located in City Hall, 2nd floor/City Clerk's office.

Attachments: [R.J. Young Agreement](#)

[2011-0176](#) Authorize renewal of professional service agreement with Donald P. McCrory as the MS Taskforce 3 Coordinator(formerly SE-1RRT Planner)
(nunc pro tunc).

Attachments: [Agree D McCrory](#)
[Agree D McCrory executed](#)

[2011-0164](#) Acknowledge receipt of letter appealing the Planning Commission's recommendation for the petition filed by Eric Lang, P.E. on behalf of Marc Jaffe, Southern Recycling, LLC, owner, to allow a Use Permit Upon Review for a "Junk Yard" in an I-1(Light Industrial) District, for certain property located at 101 Mixon Street (Parcel # 19-572-1-4, PPIN 20719, Ward 2); (Hattiesburg Planning Commission recommended to DENY on October 5, 2011), set a public hearing before Council on November 21, 2011 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Attachments: [Southern Recycling appeal and pn.pdf](#)

[2011-0147](#) Acknowledge receipt of letter from Attorney General's Office approving the Interlocal Agreement between City of Hattiesburg and City of Petal to provide Crime Scene Unit Assistance authorized at MB2011-5/27-29.

Attachments: [Ack letter AG office](#)

[2011-0142](#) Acknowledge Solid Waste Revenues and Expenditures Report for the fiscal year ending September 30, 2011 and authorize publication of same.

Attachments: [PBSW Rev & Exp](#)

2011-0144

Acknowledge bids received on October 6, 2011 for Rowan Safe Routes to School, MDOT No. SRSP0210-00(019)LPA/105810-401000 and accept bid from RJM-McQueen Contracting, Inc. in the amount of \$189,486.00 as the best and lowest bid received.

Attachments:

[Rowan Elementary Safe Routes to School Award Contractor Bid](#)

[11 10 18 NS Rowan SRTS Letter](#)

[11 10 18 Rowan SRTS Bid Tab](#)

2011-0154

Approve and authorize publication of Notice to Bidders for the Demolition of seven (7) dilapidated houses for the City of Hattiesburg's CDBG Demolition Program{Entitlement}.

Attachments:

[Demolition Notice to Bidders - Sept-Oct 2011](#)

[Demolition Notice to Bidders - Sept-Oct 2011 executed](#)

[Demolition Packet Bid Form Sept-Oct 2011](#)

2011-0155

Authorize and approve publication of Notice of Availability and Request for Proposals for Microenterprise Assistance Awards in connection with the City of Hattiesburg's Community Development Block Grant Program (CDBG).{Entitlement}

Attachments:

[NOA Microenterprise Assistance October 2011](#)

[NOA Microenterprise Assistance October 2011 executed](#)

[Microenterprise Assistance Program Guidelines](#)

[MICROENTERPRISE APPLICATION FORM - Preliminary Info](#)

2011-0171

Authorize and approve the publication of a Notice of a Public Comment Period to receive comments on proposed amendments to the CDBG/HOME 2008-2012 Consolidated Plan and the Annual Action Plans for each of the five (5) corresponding years; and set a Public Hearing 4:30 p.m. on Tuesday, November 22, 2011 in the City Council Chambers of City Hall for the purpose of receiving public input on the same.{Entitlement}

Attachments:

[PUBLIC HEARING NOTICE - Con Plan & 5-year Action Plan Amendment](#)

[PUBLIC COMMENT-2008-2012 Consolid. Plan Action Plan](#)

[2011-0128](#)

Authorize Advertisement for bids for Traffic Signal at U.S. Highway 11 at the intersection of Parkway Boulevard, Project No. STP-9339-00(008)LPA 106005-70100 to be published in state and local newspaper.

Attachments: [11 9 27 MDOT Authority to Advertise Letter](#)
[11 9 29 SDW Auth to Adv Req](#)
[Publication.Hwy 11](#)

[2011-0169](#)

Authorize Advertisement for bids for 592 Sewer Program Rehabilitation, Contract No. 2, to be published in state and local newspapers.

Attachments: [592 Contract2 Adv Specs](#)
[592 Plans 10 18 11](#)
[592 Sewer Rehab Proof Pub](#)

[2011-0139](#)

Acknowledge receipt of Privilege License Report for the month of September, 2011 from the Tax Department, as per recommendation.

Attachments: [Prvilege Lic report](#)

[2011-0143](#)

Approve sale of grave spaces per attached memo.

Attachments: [Sept grave sales](#)
[Deed to Highland Cemetery executed](#)

[2011-0146](#)

Acknowledge Proof of Publication for the month of September, 2011.

Attachments: [Sept. publication](#)

[2011-0165](#)

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

Attachments: [MEMORANDUM-Manual Checks-HOME](#)
[HOME Manual Check Documentation](#)

[2011-0163](#)

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

Attachments: [MEMORANDUM-Manual Checks-CDBG](#)
[CDBG Manual Check Documentation](#)

[2011-0193](#)

Approve Claims Docket for the period ending October 14, 2011.

Attachments:

[Claims docket 101411](#)

[10-18-11 addendum to claims docket](#)

VIII. Adjournment



City of Hattiesburg, MS

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

Master

File Number: 2011-0167

File ID: 2011-0167

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Pattie Brantley

Cost:

File Created: 10/11/2011

Brief Title: Variance - 501 North 19th Avenue

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/139-140

Title: APPROVE or DENY the petition, filed by Monty Bounds, Pastor, on behalf of 19th Avenue Baptist Church, to vary from:

1. Article 5, Sections 95.07 (3A) (b) which states that for building mounted wall signs the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,

2. Article 5, Section 95.07 (3A) (c) which states that for building mounted wall signs the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet and

3. Article 5, Section 95.11 (4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district

for a certain property located at 501 North 19th Avenue (Parcel 20-1008-47, PPIN 26099, Ward 4); Hattiesburg Planning Commission recommended to DENY on September 7, 2011.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Hold Appeal Hearing - 501 North 19th Avenue

Enactment Number:

Contact:

Meeting Date:

Drafter: Anita Bratcher

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Lisa Reid	Approve	10/14/2011
1	2	10/11/2011	Pattie Brantley	Approve	10/14/2011
1	3		Chris Carr - FYI	Notified - FYI	
1	4		Bill Rodgers - FYI	Notified - FYI	
1	5		Marilyn Schwandt - FYI	Notified - FYI	
1	6		Kermas Eaton - FYI	Notified - FYI	
1	7		Debbie Bernardo - FYI	Notified - FYI	
1	8		Connie Everett - FYI	Notified - FYI	
1	9		Verlina Underwood - FYI	Notified - FYI	
1	10	10/11/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Vice President Ware, seconded by Council Member Delgado, to Approve the petition, filed by Monty Bounds, Pastor, on behalf of 19th Avenue Baptist Church, to vary from: - Article 5, Sections 95.07 (3A) (b) which states that for building mounted wall signs the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet, - Article 5, Section 95.07 (3A) (c) which states that for building mounted wall signs the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet and - Article 5, Section 95.11 (4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district for a certain property located at 501 North 19th Avenue (Parcel 20-1008-47, PPIN 26099, Ward 4); Hattiesburg Planning Commission recommended to DENY on September 7, 2011. Council member Ware noted that the Council and the Planning Commission have had differing opinions on this issue. He said he moved to approve the petition because he believes the sign fits well with the size of the building and because an internally illuminated sign has already been allowed in an adjacent structure. Council President Bradley commented on the church's achievements in the last three years and said [approving the petition] is what the Council needs to do to encourage what is going on in the church and happening in [the church's] community. Following discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0167

Title

APPROVE or DENY the petition, filed by Monty Bounds, Pastor, on behalf of 19th Avenue

Baptist Church, to vary from:

1. Article 5, Sections 95.07 (3A) (b) which states that for building mounted wall signs the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,
2. Article 5, Section 95.07 (3A) (c) which states that for building mounted wall signs the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet and
3. Article 5, Section 95.11 (4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district

for a certain property located at 501 North 19th Avenue (Parcel 20-1008-47, PPIN 26099, Ward 4); Hattiesburg Planning Commission recommended to DENY on September 7, 2011.

Summary

Variance - 501 North 19th Avenue

Budget Information

Expenditure Type

Purchasing Item

CITY OF HATTIESBURG
AGENDA ITEM
FACT SHEET

ITEM NO: _____
COUNCIL MEETING: 9/20/11

BRIEF TITLE: Set Appeal Hearing
INTRODUCED BY: Mayor Johnny DuPree
CONTACT PERSON: Pattie Brantley, Director of Urban Development
Krishna Bhatt, Land Use Planner

TELEPHONE NO: 601.545.4591
SUMMARY EXPLANATION: Hattiesburg Planning Commission Recommendation

EXHIBITS FOR REVIEW

RESOLUTION ☐ ORDINANCE ☐ CONTRACT ☐ MINUTES ☒ PLAN MAPS ☐
OTHER (SPECIFY): Appeal Form, Public Notice
AUTHORIZATION: COUNCIL PRESIDENT ☐ MAYOR ☒

STAFF RECOMMENDATION:

Acknowledge receipt of letter appealing the Planning Commission's recommendation for the petition filed by North 19th Avenue Baptist Church, owner, represented by Monty Bounds, to vary from:

1. Article 5, Sections 95.07(3A)(b) which states that for building mounted wall signs the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,
2. Article 5, Section 95.07(3A)(c) which states that for building mounted wall signs the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet,
3. Article 5, Section 95.11(4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district;

(Hattiesburg Planning Commission recommended to DENY on September 7, 2011), set a public hearing before Council on October 17, 2011 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

COUNCIL ACTION: MOTION BY: _____ SECOND BY: _____

VOTE: COUNCIL MEMBER	<u>YEA</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
BRADLEY	☐	☐	☐	☐
DELGADO	☐	☐	☐	☐
CARROLL	☐	☐	☐	☐
WARE	☐	☐	☐	☐
NAYLOR	☐	☐	☐	☐

ACTION TAKEN:
DISCUSSION:

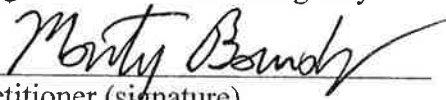


Send to:
Lisa Reid, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.554.1031 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date: 09/13/2011
Planning Commission Meeting Date: 09/07/2011
<i>(Appeals must be made within ten consecutive days of the recommendation)</i>
Name of Property Owner/Petitioner: North 19 th Avenue Baptist Church
Name of Person Requesting Appeal Hearing: Monty Bounds
Mailing Address of Person Requesting Appeal Hearing: 501 North 19 th Avenue
Address of Petitioned Property: 501 North 19 th Avenue
Petitioner's Request of the Planning Commission: To vary from: 1. Article 5, Sections 95.07(3A)(b) which states that for building mounted wall signs the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet, 2. Article 5, Section 95.07(3A)(c) which states that for building mounted wall signs the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet, 3. Article 5, Section 95.11(4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district.
Planning Commission's Recommendation: Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.


Petitioner (signature)

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Monty Bounds, Pastor, on behalf of North 19th Avenue Baptist Church, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from:

1. Article 5, Sections 95.07(3A)(b) which states that the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,
2. Article 5, Section 95.07(3A)(c) which states that the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet,
3. Article 5, Section 95.11(4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district

for a certain property located at 501 North 19th Avenue (Parcel 20-1008-47, PPIN 26099, Ward 4), said property being more particularly described as follows, to-wit:

After hearing, the Hattiesburg Planning Commission recommend that the petition be DENIED, and Monty Bounds, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4 P.M., Monday, October 17, 2011 in the Train Depot Community Room, 308 Newman Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 20th day of September, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, September 30, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

**MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION**

September 7, 2011

The Hattiesburg Planning Commission did meet in a regular session on **September 7, 2011** at 1:05 p.m. at the Cultural Center, 722 North Main Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Don McCleskey
Robin Roberts
Annie Pope
Marjorie Chambers
Linda McMurtrey
Richard Conville, Chairman
Joseph White, Vice-Chairman
Judy Corts
Jessie Wilson

Commissioners Absent: None

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Krishna C. Bhatt, Land Use Planner
Anita Bratcher, Office Assistant/Rec. Secretary

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

Invocation: Annie Pope

AGENDA REVIEW

There came the matter of the Agenda for the **September 7, 2011** meeting. Commissioner Conville suggested moving the Planning Report of the Business Meeting to after the minutes to allow a guest to speak briefly. A motion was made to move Item 6, the Planning Report, between Items 3, the Review and Approval of Minutes, and 4, the Engineering Report. The agenda was approved as amended.

Motion made by: Joseph White

Motion seconded by: Jessie Wilson

Commissioners voting aye: Don McCleskey
Robin Roberts
Annie Pope
Marjorie Chambers
Linda McMurtrey
Joseph White
Judy Corts
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, the matter of the petition, filed by Monty Bounds, Pastor, on behalf of North 19th Avenue Baptist Church, to vary from:

1. Article 5, Sections 95.07(3A)(b) which states that for building mounted wall signs the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,
2. Article 5, Section 95.07(3A)(c) which states that for building mounted wall signs the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet,
3. Article 5, Section 95.11(4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district.

for a certain property located at 501 North 19th Avenue (Parcel 20-1008-47, PPIN 26099, Ward

4). Discussion began at 1:49 p.m.

	Name	Address	City/State
<u>Presented by:</u>	Monty Bounds	501 N 19 th Ave	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed at 2:03 p.m. and the Business Meeting open to vote on the request.

Motion made by: Joseph White

Motion seconded by: Jessie Wilson

Commissioners voting aye: Don McCleskey
Annie Pope
Marjorie Chambers
Jessie Wilson

Commissioners voting nay: Robin Roberts
Joseph White
Linda McMurtrey
Judy Corts
Richard Conville

Commissioners abstaining: None

Comments Written on Ballots:

1. Commissioner Wilson stated on her ballot if the address is made to be visible from the street.
2. Commissioner McMurtrey stated on her ballot does not meet the criteria for variance.
3. Commissioner Corts stated on her ballot that she would approve the first two requests (but not illumination) if the monument sign were removed.
4. Chairman Conville stated on his ballot not appropriate in residential neighborhood.

The Hattiesburg Planning Commission voted to DENY **Item C**, for the following reason(s):

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

PLANNING COMMISSION

SEPTEMBER 7, 2011

ITEM C

PROPERTY ADDRESS:
501 North 19th Avenue

PETITIONER:
Monty Bounds, Pastor, on behalf of North 19th
Avenue Baptist Church

PARCEL NUMBER: 20-1008-47
PPIN: 26099
WARD: 4

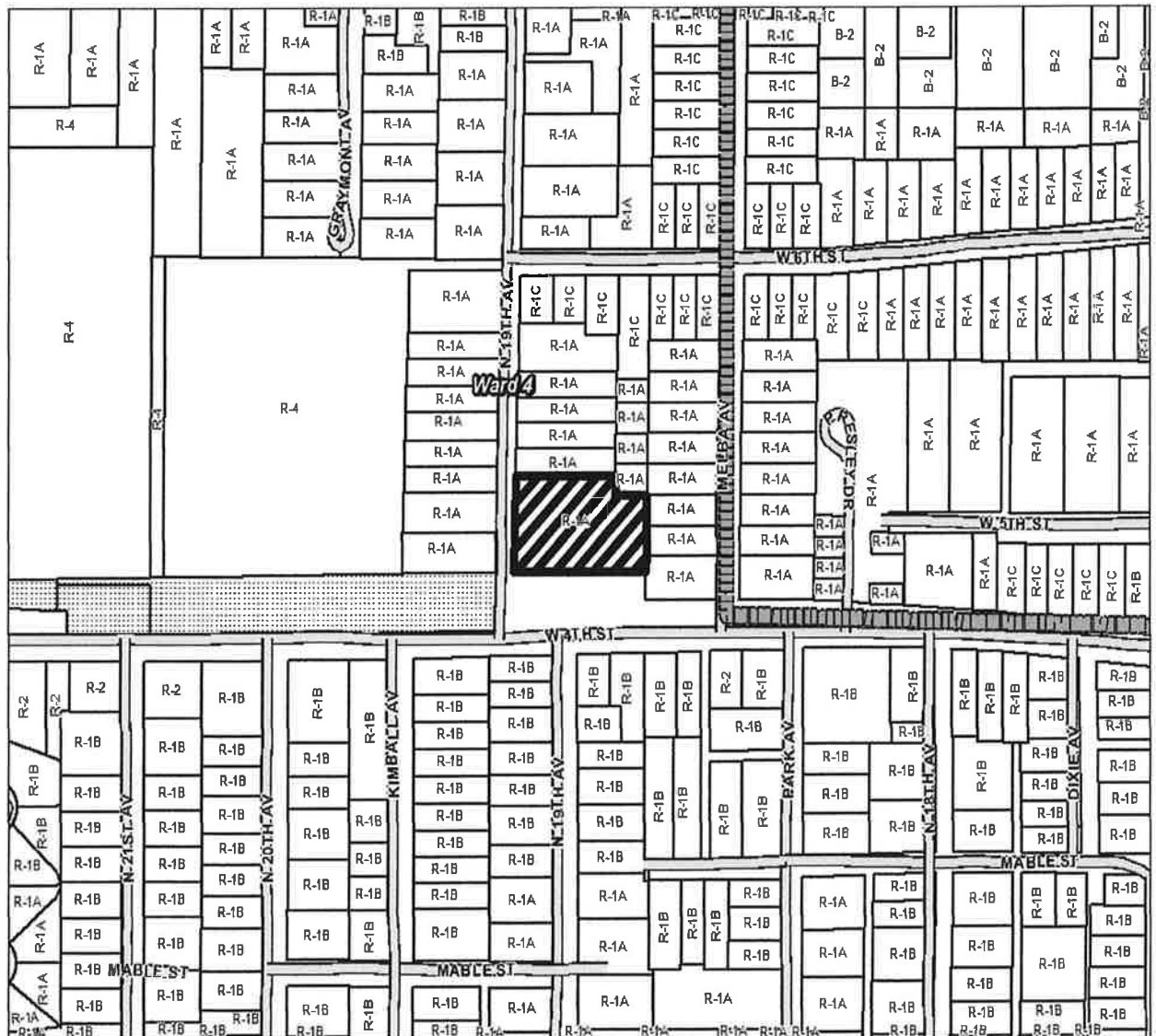
REQUEST: To vary from sign message area,
height and internal illumination.

SPECIAL DISTRICTS:
Flood District: X Zone – 28035C0104D
Historic District: N/A

**PREVIOUS PLANNING COMMISSION OR BOA
ACTION ON SURROUNDING PROPERTY: N/A**

SITE PLAN REVIEW COMMITTEE ACTION:
SPRC reviewed on August 19, 2011

**PENDING HISTORIC CONSERVATION COMMISSION
ACTION:**
None.



PLANNING COMMISSION

SEPTEMBER 7, 2011 ITEM C

PROPERTY ADDRESS:

501 North 19th Avenue

CURRENT ZONING: R-1A (Single Family Residential District)**REQUESTED ACTION:**

For a building mounted wall sign allow :

- ⇒ Message area to be fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,
- ⇒ The height of twenty (20) feet for a variance of ten (10) feet,
- ⇒ and an internally illuminated sign in R-1A zoning

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

Article 5, Sections 95.07(3A)(b)

Article 5, Section 95.07(3A)(c)

Article 5, Section 95.11(4) (A)

ADJACENT ZONING AND LAND USES:**NORTH:** R-1A(Single-Family Residential) District; Residence**SOUTH:** R-1B (Single-Family Residential) District; Residence**EAST:** R-1A (Single-Family Residential) District; Residence**WEST:** R-1A (Single-Family Residential) District; Residence**FUTURE LAND USE MAP DESIGNATION:**

The characteristics of this district include moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District.

Some of the district land uses are residential uses; public and quasi-public uses, such as churches and schools; and general indoor retail, service and office land uses.

PHYSICAL SITE CHARACTERISTICS:

- ⇒ The subject sign will be located on an improved lot.

STREETS AND TRAFFIC:

The subject sign is on a property located along Hwy North 19th Avenue between 4th and 7th Street, which is a paved, two-lane, two-way city street with moderate to heavy traffic flow.

PARKING AND ACCESS:

The subject parcel can be accessed from North 19th Avenue.

CHARACTER OF THE NEIGHBORHOOD:

The immediate areas surrounding this property are zoned R-1A and R-1C Single-Family Residential District.

CRITERIA FOR GRANTING A VARIANCE:

- A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district:
- B. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district:
- C. Special conditions and circumstances do not result from the actions of the applicant:
- D. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.



**501 North 19th Avenue Sign
Message Area, Height and Inter-
nal Illumination Variance**

Property to the North: Residence



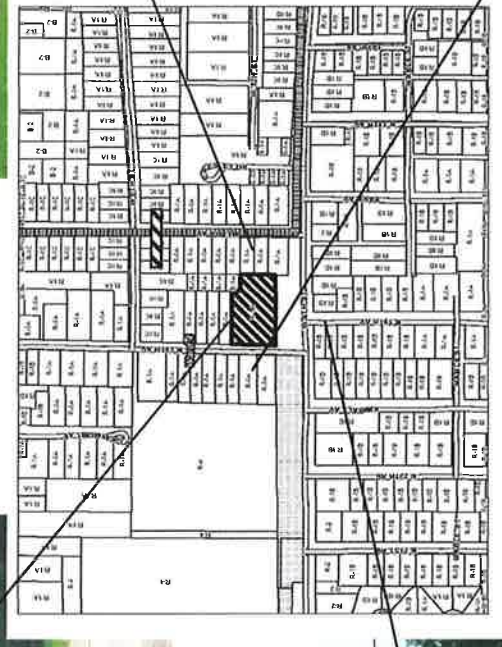
Property to the East: Residence



Property to the South: Residence



Property to the West: Residence





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

August 17, 2011

Monty Bounds, Pastor
501 North 19th Avenue,
Hattiesburg, MS

RE: Sign Message Area, Height and Internal Illumination Variance (Parcel 20-1008-47, PPIN 26099, Ward 4).

Dear Mr. Bounds:

Attached is a copy of the Public Notice pertaining to the Public Hearing on the City's application to the Hattiesburg Planning Commission. You or your representative may attend the hearing before the Commission.

A city representative will post a public notice sign on the above-referenced property at least 15 days prior to the hearing. Please be sure the sign is posted for the full 15 days and do not remove the sign for any reason prior to the hearing. After the conclusion of the hearing, the sign will be removed.

The City Council will take action on the Planning Commission's recommendation approximately two (2) weeks following the commission hearing. You will receive a letter notifying you of the date your case will be heard by the City Council.

If any party is aggrieved by the recommendation of the Hatties that recommendation may be filed. A Letter of Appeal must be ten (10) calendar days of the Planning Commission's recommendation on Urban Development at 545-4599 if you have any questions. The

Sincerely,


Krishna Bhatt
Land Use Planner

Enclosure

City of Hattiesburg PO Box 1898 Hattiesburg, MS

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
C-1	
Sent To	
Monty Bounds, Pastor	
Street, Apt. No.,	
or PO Box No. 501 North 19 th Avenue	
City, State, ZIP+4	
Hattiesburg, MS	
PS Form 3800, August 2006	

PLEASE TYPE OR PRINT APPLICATION

Date

**LAND DEVELOPMENT CODE
HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION FOR VARIANCE**

**CITY OF HATTIESBURG
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898**

Kirstin Kettley, Zoning Planner, Department of Urban Development
(601) 554-1019 or 545-4599 or FAX (601) 545-1962

VARIANCE HEARING TYPE REQUESTED:

Check One:

Sign ☒ Setback _____ Parking _____ Lot/Width/Coverage Area _____
Buffer _____ Flood Zone _____ Open Space _____ Other _____

Land Development Code Article No. _____ Section _____;

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

ADDRESS OF PROPERTY FOR VARIANCE:

501 N. 19th Avenue
Municipal Street Number Street Name

APPLICANT:

NAME: Monty Bounds, Pastor

MAILING ADDRESS: 501 N. 19th Ave

TELEPHONE: (W) 601-583-4846 (H) N/A (C) 601-467-1823

REPRESENTED BY:

NAME: SAME AS APPLICANT

MAILING ADDRESS: _____

TELEPHONE: (W) _____ (H) _____ (C) _____

CURRENT OWNER (S) OF PROPERTY:

NAME: N. 19th Avenue Baptist Church

MAILING ADDRESS: SAME as applicant

TELEPHONE: (W) _____ (H) _____ (C) _____

FILED

AUG 21 2011

By EDDIE R. MYERS, CITY CLERK
Deputy Clerk

C-2

1. This property is located on the East side
(North/South/East/West)
of N. 19th Avenue (Street Name) and lies between
W. 4th Street and W. 7th Street.
(Street Name) (Street Name)

Existing Zoning: R-1A

City Tax Parcel Number: 20-1008-47

PPIN Number: 26099

Lot Frontage: 215' Feet

Lot Depth: 280' Feet

Square Footage /Acres: 60,200 Sq ft

Existing Structure or Unimproved? Existing Structures

Number of existing buildings? 2

Use of buildings: Residential ☐ Commercial ☒ Industrial ☐

Physical Characteristics: Church Building- Brick

Land Use History: 60 years as Church

2. Explain variance(s) requested: To put a wall sign on
front of church for better
visibility

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

4. List reasons why you feel that the property could not be reasonably used without the
requested variance: Church signs in residential zoning are
very limited in size, and need sign on front
of church for better identification

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

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

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

Church sits in a residential district and is hard to see from W. 4th Street and vehicular traffic. Other churches in the area face the major roads and therefore have better visibility.

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

many other church and business signs in the surrounding area. The church is celebrating 60 years in September, and is currently grandfathered in as a use in residential

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

Church built 60 years ago before current codes went into effect. We have a small monument sign, but it is not easily visible.

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

see Item B above.

WITNESS THE SIGNATURES of the OWNER (S) of the subject property located at
501 North 19th Avenue, on this, the 10th day of, August
A.D., 2011.

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

Self
on this the 10th day of August, 2011.

Monty Bounds
Property Owner

Property Owner

STATE OF Miss
COUNTY OF Forrest

Personally came and appeared before me, the within named Monty Bounds
Monty Bounds, who signed and delivered the
above and forgoing instrument as and for their free act and deed, on the day and year therein
mentioned, and who acknowledged to me that they are the owner(s) of the subject property
described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the
10th day of August, A.D., 2011.

Ram ST
(Notary Public)

MY COMMISSION EXPIRES:





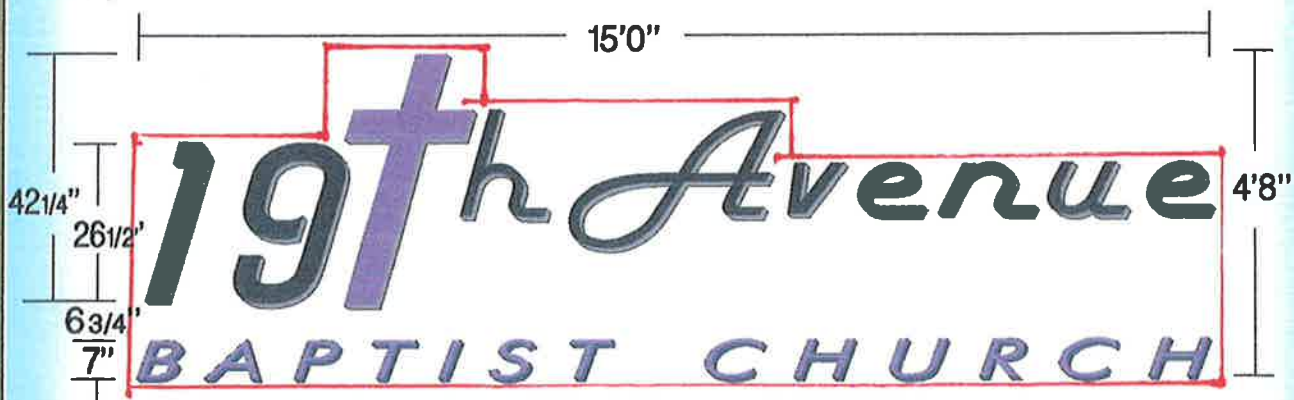
19th Avenue
BAPTIST CHURCH

PROPOSED
SIGN

EXISTING
SIGN

Avenue

C-6



07/27/2011
2235 First Commercial Dr.
Southaven, Ms. 38671
SCALE 1/8" = 3/8" - 1/4"

LANDLORD APPROVAL/DATE
CUSTOMER APPROVAL/DATE

CREATED FOR:
19th AVE.
BAPTIST CHURCH

THIS DESIGN IS PROPERTY OF TRI-STATE SIGNS, INC.
ANY USE OF THIS DRAWING TO SECURE COMPETITIVE
BIDDING OR COPYING OF THIS DESIGN IS PROHIBITED.

C-7



TRI-STATE SIGNS, Inc.
662-342-5271 FAX 662-342-1131
Designed & Created by Don Beilstein
www.tristatesignsinc.com

1 2 3 4 5
19th Avenue

6
BAPTIST CHURCH

1- 27" X 33"	6.2 SQ.FT.
2- 42.5" X 18"	5.3 SQ.FT.
3- 18" X 14.5"	1.8 SQ.FT.
4- 23" X 35"	5.6 SQ.FT.
5- 8.75" X 70.5"	4.3 SQ.FT.
6- 6.5" X 179"	8.1 SQ.FT.

TOTAL 31.3 SQ.FT.



00/00/2011
2235 First Commercial Dr.
Southaven, Ms. 38671
SCALE: 1/2"=10'

LANDLORD APPROVAL/DATE

CUSTOMER APPROVAL/DATE

CREATED FOR:
19TH AVENUE

THIS DESIGN IS PROPERTY OF TRI-STATE SIGNS, INC.
ANY USE OF THIS DRAWING TO SECURE COMPETITIVE
BIDDING OR COPYING OF THIS DESIGN IS PROHIBITED.

C-8

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Monty Bounds, Pastor, on behalf of North 19th Avenue Baptist Church, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to vary from:

1. Article 5, Sections 95.07(3A)(b) which states that the message area shall not exceed two (2) square feet in area and instead allow fifty seven point five (57.5) square feet for a variance of fifty five point five (55.5) square feet,
2. Article 5, Section 95.07(3A)(c) which states that the height shall not exceed ten (10) feet and instead allow twenty (20) feet for a variance of ten (10) feet,
3. Article 5, Section 95.11(4) (A) which states that internally illuminated signs are not permissible in R-1A zoning district and instead allow internally illuminated sign in R-1A zoning district

for a certain property located at 501 North 19th Avenue (Parcel 20-1008-47, PPIN 26099, Ward 4), said property being more particularly described as follows, to-wit:

Com 66 Ft W & 102.5 N of SE COR SW ¼ SE ¼ W 210.5 N 220 E 210.5S 48E 70 S 172 to Beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, September 7, 2011, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 16th day of August, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, August 19, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

C-9



City of Hattiesburg, MS

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

Master

File Number: 2011-0160

File ID: 2011-0160	Type: Regular Agenda Item	Status: Passed
Version: 1	Reference: 2011-6/140-141	In Control: City Council
Requester: Pattie Brantley	Cost:	File Created: 10/11/2011
Brief Title: Variance - 105 South 22nd Avenue		Final Action: 10/18/2011

Minute Book Number: MB2011-6/140-141

Title: APPROVE or DENY the petition, filed and represented by Glenn Nees, on behalf of David Ott, BNO, LLC, owner, to vary from:

1. Article 4, Section 52.04 (2A) which states that on interior lots there shall be a side yard setback on each side of a building having a width of not less than ten (10) feet and instead allow one (1) foot for a variance of nine (9) feet for the attached garage;
2. Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow five (5) feet for a variance of twenty (20) feet for the attached garage; and
3. Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow twelve (12) feet for a variance of thirteen (13) feet for an addition to the residential structure

for a certain property located at 105 South 22nd Avenue (Parcel #22-324-2-14, PPIN 16473, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Variance - 105 South 22nd Avenue

Enactment Number:

Contact:

Meeting Date:

Drafter: Anita Bratcher

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Lisa Reid	Approve	10/13/2011
1	2	10/11/2011	Pattie Brantley	Approve	10/14/2011
1	3		Chris Carr - FYI	Notified - FYI	
1	4		Bill Rodgers - FYI	Notified - FYI	
1	5		Marilyn Schwandt - FYI	Notified - FYI	
1	6		Kermas Eaton - FYI	Notified - FYI	
1	7		Debbie Bernardo - FYI	Notified - FYI	
1	8		Connie Everett - FYI	Notified - FYI	
1	9		Verlina Underwood - FYI	Notified - FYI	
1	10	10/11/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Council Member Delgado, seconded by Council Member Naylor, to Approve the petition, filed and represented by Glenn Nees, on behalf of David Ott, BNO, LLC, owner, to vary from: - Article 4, Section 52.04 (2A) which states that on interior lots there shall be a side yard setback on each side of a building having a width of not less than ten (10) feet and instead allow one (1) foot for a variance of nine (9) feet for the attached garage; - Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow five (5) feet for a variance of twenty (20) feet for the attached garage; and - Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow twelve (12) feet for a variance of thirteen (13) feet for an addition to the residential structure for a certain property located at 105 South 22nd Avenue (Parcel #22-324-2-14, PPIN 16473, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011. There being no discussion, The MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0160

Title

APPROVE or DENY the petition, filed and represented by Glenn Nees, on behalf of David Ott, BNO, LLC, owner, to vary from:

- Article 4, Section 52.04 (2A) which states that on interior lots there shall be a side yard setback on each side of a building having a width of not less than ten (10) feet and

instead allow one (1) foot for a variance of nine (9) feet for the attached garage;

2. Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow five (5) feet for a variance of twenty (20) feet for the attached garage; and

3. Article 4, Section 52.04 (3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow twelve (12) feet for a variance of thirteen (13) feet for an addition to the residential structure

for a certain property located at 105 South 22nd Avenue (Parcel #22-324-2-14, PPIN 16473, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011.

Summary

Variance - 105 South 22nd Avenue

Budget Information

Expenditure Type

Purchasing Item

PLANNING COMMISSION

OCTOBER 5, 2011

ITEM B

PROPERTY ADDRESS:

105 South 22nd Avenue

PETITIONER:

Glenn Nees, on behalf of David Ott, BNO, LLC

PARCEL NUMBER: 22-324-2-14

PPIN: 16473

WARD: 4

REQUEST: To vary from side and rear yard setback.

SPECIAL DISTRICTS:

Flood District: X Zone – 28035C0104D

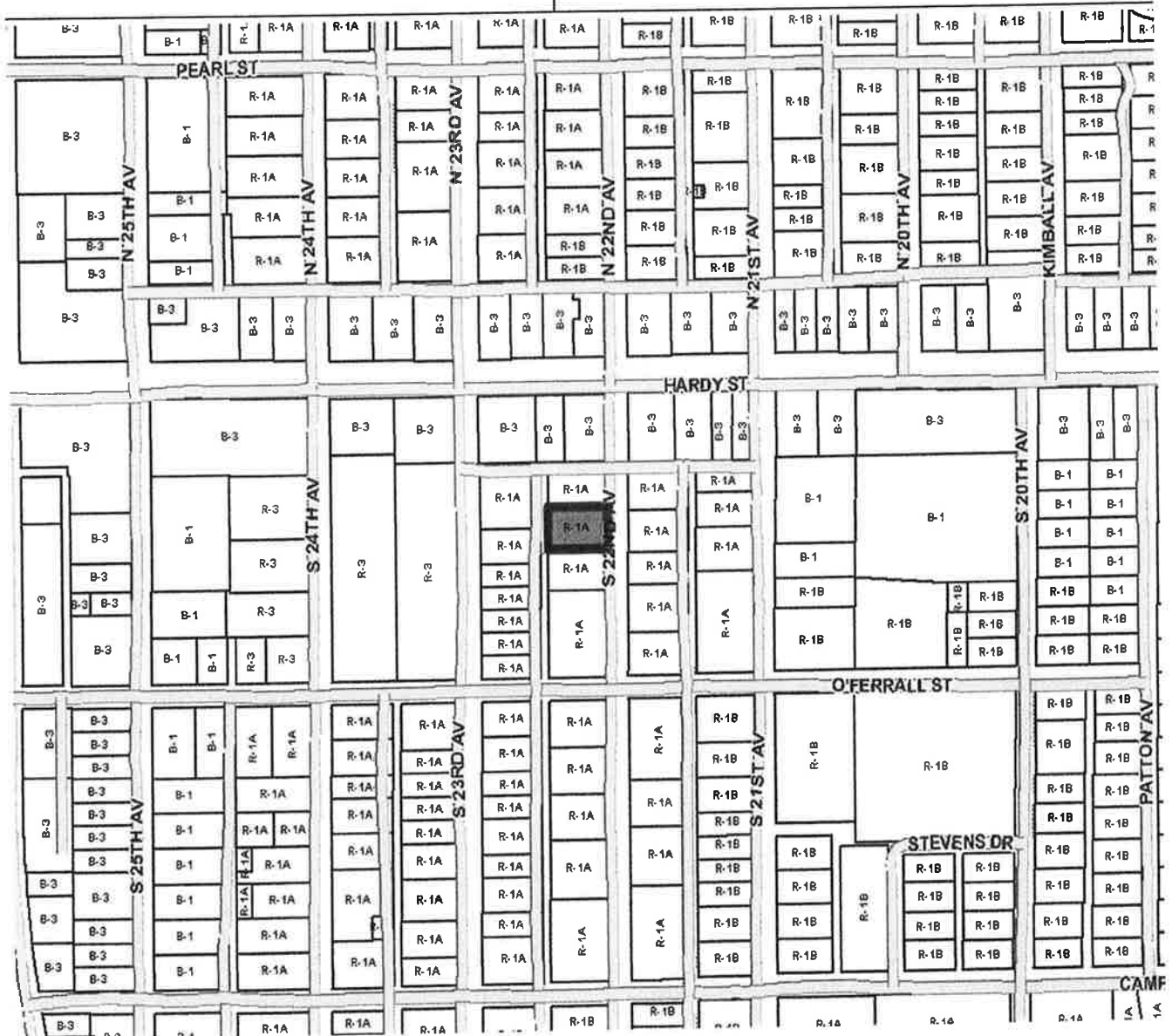
Historic District: Parkhaven

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY: N/A

SITE PLAN REVIEW COMMITTEE ACTION:
N/A

PENDING HISTORIC CONSERVATION COMMISSION ACTION:

HHCC reviewed and approved on September 14, 2011 as submitted.



STAFF SUMMARY/MAP

PROPERTY ADDRESS:

105 South 22nd Avenue

CURRENT ZONING: R-1A (Single-Family Residential) District

REQUESTED ACTION:

To vary from :

- ⇒ Article 4, Section 52.04(2A) which states that on interior lots there shall be a side yard setback on each side of a building having a width of not less than ten (10) feet and instead allow one (1) foot for a variance of nine (9) feet for the attached garage;
- ⇒ Article 4, Section 52.04(3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow five (5) feet for a variance of twenty (20) feet for the attached garage; and
- ⇒ Article 4, Section 52.04(3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow twelve (12) feet for a variance of thirteen (13) feet for an addition to the residential structure.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

- ⇒ Article 4, Section 52.04(2A)
- ⇒ Article 4, Section 52.04(3)

ADJACENT ZONING AND LAND USES:

- NORTH:** R-1A (Single-Family Residential) District ; Residence
- SOUTH:** R-1A (Single-Family Residential) District; Residence
- EAST:** R-1A (Single-Family Residential) District; Residence
- WEST:** R-1A (Single-Family Residential) District; Residence

FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as Neighborhood Conservation District 1. The characteristics of this district include moderate-density single-family residences or residential lands along the city's original street system; certain two-family and multi-family uses constructed to the character of the surrounding neighborhood; buildings with shallow front and side yards;

PHYSICAL SITE CHARACTERISTICS:

- ⇒ The subject property is located on an improved lot.

STREETS AND TRAFFIC:

The subject property is located on South 22nd Avenue, which is a paved, one-lane, two-way street with light to moderate traffic flow.

PARKING AND ACCESS:

The subject parcel can be accessed from South 22nd Avenue.

CHARACTER OF THE NEIGHBORHOOD:

The immediate areas surrounding this property are zoned R-1A(Single Family Residential) District.

CRITERIA FOR GRANTING A VARIANCE:

- A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district:
- B. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district:
- C. Special conditions and circumstances do not result from the actions of the applicant:
- D. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.

105 South 22nd Avenue



105 South 22nd Avenue

Property to the North: Residence



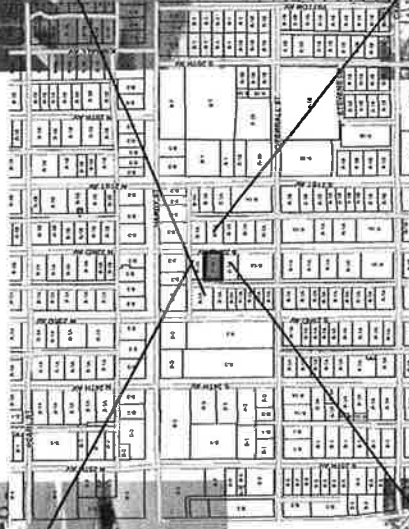
Property to the South: Residence



Property to the West: Residence



Property to the East: Residence





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

September 19, 2011

BNO, LLC

David Ott

310 S. 22nd Avenue

Hattiesburg, MS 39401

RE: Rear and Side Setback Variance (Parcel #22-324-2-14, PPIN 16473, Ward 4).

Dear Mr. Ott:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on October 5, 2011 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

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

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

Thank you for collecting and posting the public notice sign on the above-referenced property. Please be sure the sign is posted for the full 15 days and that the sign is not removed for any reason prior to the hearing. After the conclusion of the hearing, **RETURN** the sign to the Planning Division on the second floor

Sincerely,

Tamika A. Paige

Tamika A. Paige
Office Manager

Enclosure

Cc: Glenn Nees, 301 S. 22nd Avenue, Hattiesburg, MS 39401

2011 0470 0003 4892 2125

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
Sent To BNO, LLC	
David Ott	
310 S. 22 nd Avenue	
Hattiesburg, MS 39401	
PS Form	

B-1

PLEASE TYPE OR PRINT APPLICATION

Date

LAND DEVELOPMENT CODE
HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION FOR VARIANCE

CITY OF HATTIESBURG
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Kirstin Kettley, Zoning Planner, Department of Urban Development
(601) 554-1019 or 545-4599 or FAX (601) 545-1962

VARIANCE HEARING TYPE REQUESTED:

Check One:

Sign _____ Setback X Parking _____ Lot/Width/Coverage Area _____

Buffer _____ Flood Zone _____ Open Space _____ Other _____

Land Development Code Article No. _____ Section _____;

Article No. 4 Section 52.04(2)A; Article No. 4 Section 52.04(3) 13'

ADDRESS OF PROPERTY FOR VARIANCE:

105
Municipal Street Number

SOUTH 22ND AVENUE
Street Name

FILED

SEP 14 2011

encroachment
12' 10 3/4"

APPLICANT:

NAME: BNO, LLC (DAVID OTT)

EDDIE B. MYERS, CH. CLERK
Deputy Clerk

MAILING ADDRESS: 310 S 22ND AVE, HATTIESBURG, MS 39401

TELEPHONE: (W) _____ (H) _____ (C) (601) 310-7929

REPRESENTED BY:

NAME: GLENN NEES

MAILING ADDRESS: 301 S 22ND AVE, HATTIESBURG, MS 39401

TELEPHONE: (W) _____ (H) _____ (C) (601) 674-6000

CURRENT OWNER (S) OF PROPERTY:

NAME: BNO, LLC

MAILING ADDRESS: 310 S 22ND AVE, HATTIESBURG, MS 39401

TELEPHONE: (W) _____ (H) _____ (C) (601) 310-7929

1. This property is located on the WEST side
(North/South/East/West)
of S 22ND AVE (Street Name) and lies between
HARDY and O'FARREL
(Street Name) (Street Name)

Existing Zoning: R-1A
City Tax Parcel Number: 22-324-2-14
PPIN Number: 16473
Lot Frontage: 90.96 FT Feet
Lot Depth: 149.91 FT Feet
Square Footage /Acres: 13,678.8 FT
Existing Structure or Unimproved? EXISTING
Number of existing buildings? TWO
Use of buildings: Residential X Commercial _____ Industrial _____
Physical Characteristics: HISTORIC STUCCO RESIDENCE & GARAGE
Land Use History: SINGLE FAMILY RESIDENTIAL

2. Explain variance(s) requested: EAST SIDEYARD AND REAR YARD
SET BACK VARIANCE. EAST SIDEYARD REQUEST - 9 FT
VARIANCE, REAR YARD REQUEST - 13 FT

3. Are there any Land Use Code violations on file on this property with the City?
If yes, please explain: NONE

4. List reasons why you feel that the property could not be reasonably used without the
requested variance: THE EXISTING RESIDENCE WAS GUTTED APPROXIMATELY
3 YEARS AGO AND REMAINS ABANDONED. THE COST TO COMPLETE
RENOVATIONS FAR EXCEEDS ITS MARKETABLE VALUE WITHOUT
EXTENSIVE ADDITIONS TO AMORTIZE ITS TOTAL COSTS.

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

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

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

THE PARKHAVEN NEIGHBORHOOD WAS ESTABLISHED IN THE EARLY 1920s LONG BEFORE THE CITY OF HATTIESBURG ESTABLISHED DEVELOPMENT ORDINANCES FOR BUILDING SET BACKS. HOMES BUILT IN THE NEIGHBORHOOD HAVE EXPANSIVE FRONT YARDS WITH SET-BACKS OF 45 TO 50 FEET. GARAGES TYPICALLY WERE SET ON REAR PROPERTY LINES ADJOINING ALLEY (OVER)

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

NUMEROUS HOMES ON BOTH S 22ND AVE AND S 21ST AVE HAVE NO OR LITTLE SET BACK FROM THE REAR OR SIDEYARDS FOR EITHER THE RESIDENCE ITSELF OR GARAGES. THE PROPOSED ADDITION TO THE RESIDENCE AND THE RENOVATION OF THE GARAGE IS IN KEEPING (OVER)

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

THIS IS AN EXISTING HOME ON THE HISTORIC REGISTER IN A HISTORIC DISTRICT THAT EVEN WITH ADDITIONS & RENOVATIONS WILL MAINTAIN THE HISTORIC LAND NATURE OF BOTH. TO UTILIZE THE AVAILABLE RIGHTS OF THE EXISTING ORDINANCE WOULD BE NEITHER APPROPRIATE OR ACCEPTABLE IN THIS AREA.

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

THE SIDETAKD SET BACK REQUEST IN THE SITE PLAN PROPOSED BORDERS A COMMERCIAL PARKING LOT WHICH IS A NON-CONFORMING USE. THE REAR SET BACK REQUEST CONFORMS TO NUMEROUS RESIDENCES IN THE NEIGHBORHOOD

WITNESS THE SIGNATURES of the OWNER (S) of the subject property located at
105 S. 22nd Ave, H'burg MS on this, the 8th day of,
A.D., 2011.

In the matter of the variance request, and property owner further authorizes the following named
person to represent property owner at the public hearing on this petition
FOR 105 S 22ND AVENUE, HATTIESBURG, MS 39401 BY GLENN LEE
on this the 8th day of Sept., 2011.

BNO, LLC
Property Owner
by [Signature]
Property Owner

STATE OF Mississippi
COUNTY OF Lamar

Personally came and appeared before me, the within named David DFF
_____, who signed and delivered the
above and forgoing instrument as and for their free act and deed, on the day and year therein
mentioned, and who acknowledged to me that they are the owner(s) of the subject property
described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the
8th day of September, A.D., 2011.

MY COMMISSION EXPIRES: _____

[Signature]
(Notary Public)

WITNESS THE SIGNATURES of the APPLICANTS(s) of the subject property located at 105 S ZION AVE, on this, the 8th day of 2011, A.D., 2011.

Glenn Nees
Applicant

Applicant

STATE OF Mississippi
COUNTY OF Lamar

Personally came and appeared before me, the within named Glenn Nees, who signed and delivered the above and forgoing instrument as and for their free act and deed, on the day and year therein mentioned, and who acknowledged to me that they are the owner(s) of the subject property described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the 8th day of September, A.D., 2011.



Mary Elizabeth Finn
(Notary Public)

EXISTING ASPHALT ALLEY

NW CONC DRIVE APPROACH

EXISTING GARAGE SLAB TO REMAIN

NEW GARAGE

NEW CONC WALK

EXISTING STUCCO CLAD THIS AREA TO BE REMOVED

NEW ADDITION

REMOVE EXIST WALK & ENTRY COVER

EXISTING STRUCTURE

NEW PERGOLA

EXISTING CONCRETE DRIVEWAY

NEW STONE PATH

10'-0" SIDEYARD SETBACK LINE

S 89° 48' 44" W - 149.88'

NEW 6'-0" SHADOW BOX FENCE

NEW ENTRY FEATURE

EXISTING CONCRETE WALK

30'-0" BUILDING SETBACK LINE

STUCCO FEATURE TO MATCH EXIST HOUSE

ENTRY FEATURE

EXISTING CONCRETE SIDEWALK

N 00° 10' 29" W - 90.96'

WEST - 149.91'

10'-0" SIDEYARD SETBACK LINE

EXIST AC PAD

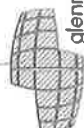
NEW 6'-0" SHADOW BOX FENCE

12'-10 3/4"

12'-1 1/4"

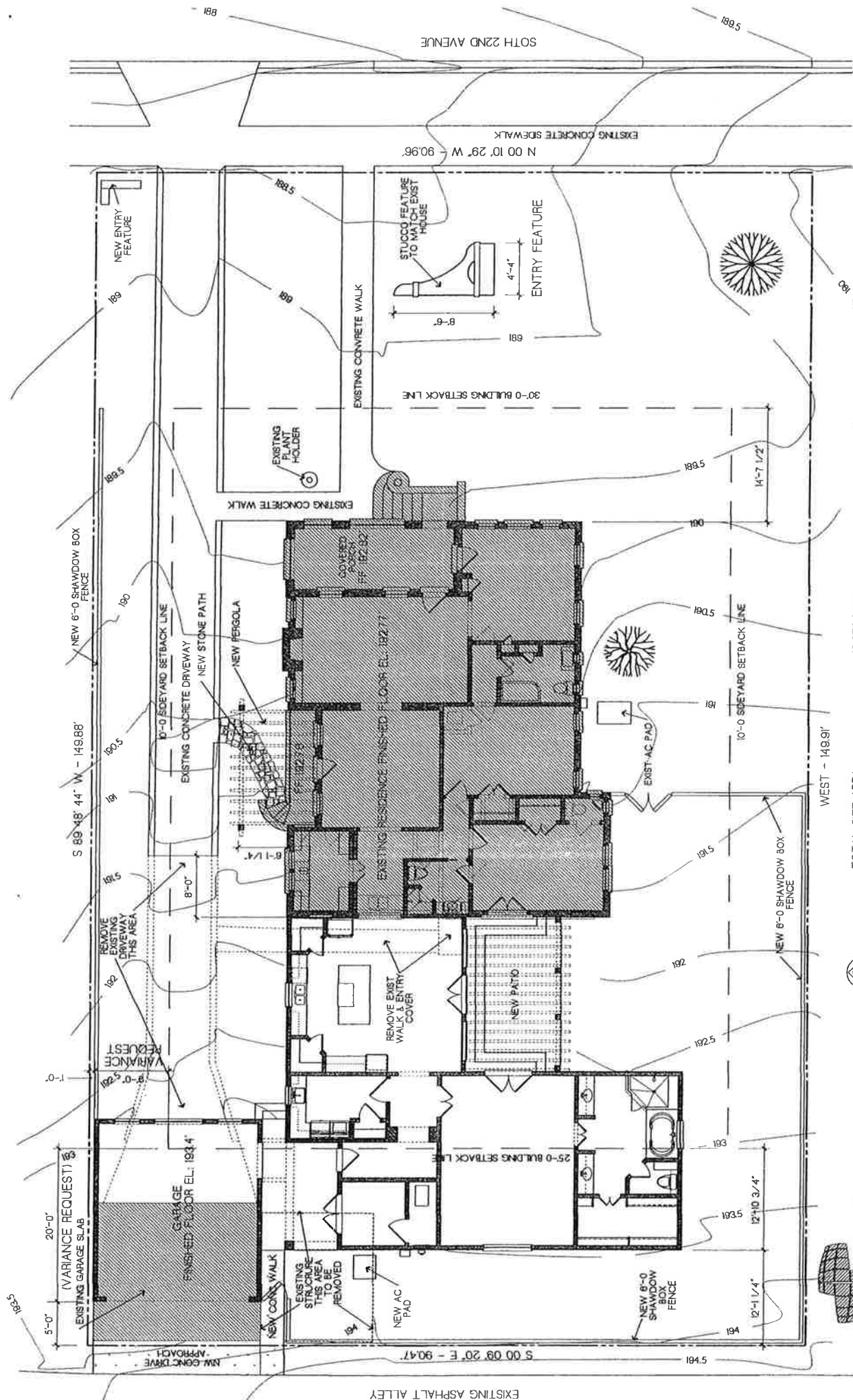
NEW 6'-0" SHADOW BOX FENCE

105 SOUTH 22ND AVENUE NORTH



glenn nees
architect

300 E 22ND AVENUE
HATTIESBURG, MISSISSIPPI 39401
601.267.2667 / 1.601.603.9166



TOTAL SITE AREA: 13,678.8 SF
 TOTAL IMPERVIOUS COVER: 5,578.8 SF
 PER CENT OF COVERAGE: 40.8%

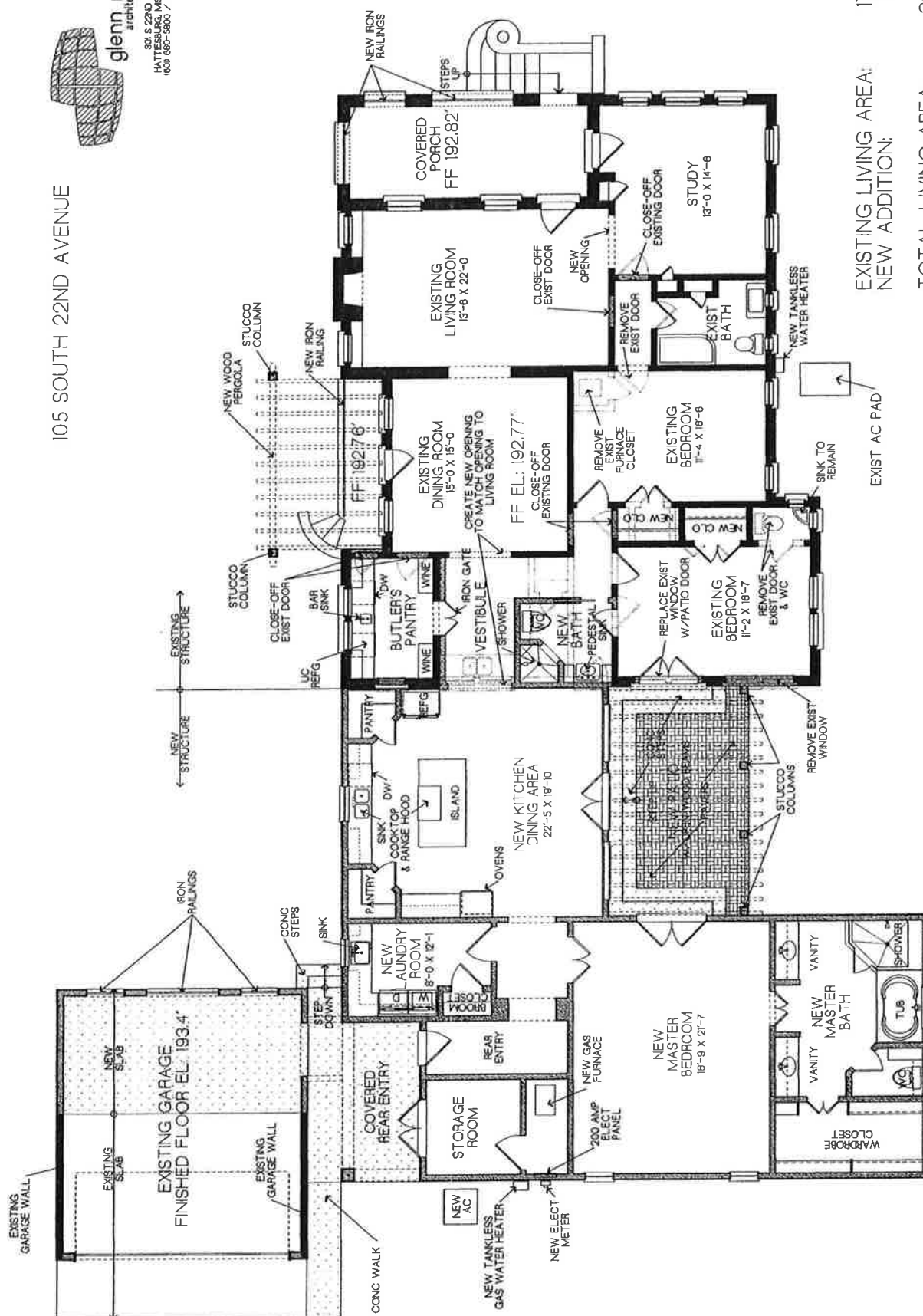
105 SOUTH 22ND AVENUE NORTH
 WEST - 149.91'

glenn nees
 208 S 22ND AVENUE
 WATERLOO, MASSACHUSETTS 01901
 TEL: 508-882-5500 / FAX: 508-882-5400

B-7

glenn nees
architect

301 S 22ND AVENUE
HATTESBURG, MISSISSIPPI 39401
601 680-5800 / (512) 633-3468



EXISTING LIVING AREA:
NEW ADDITION:

722 SF
1514 SF

TOTAL LIVING AREA:

3236 SF

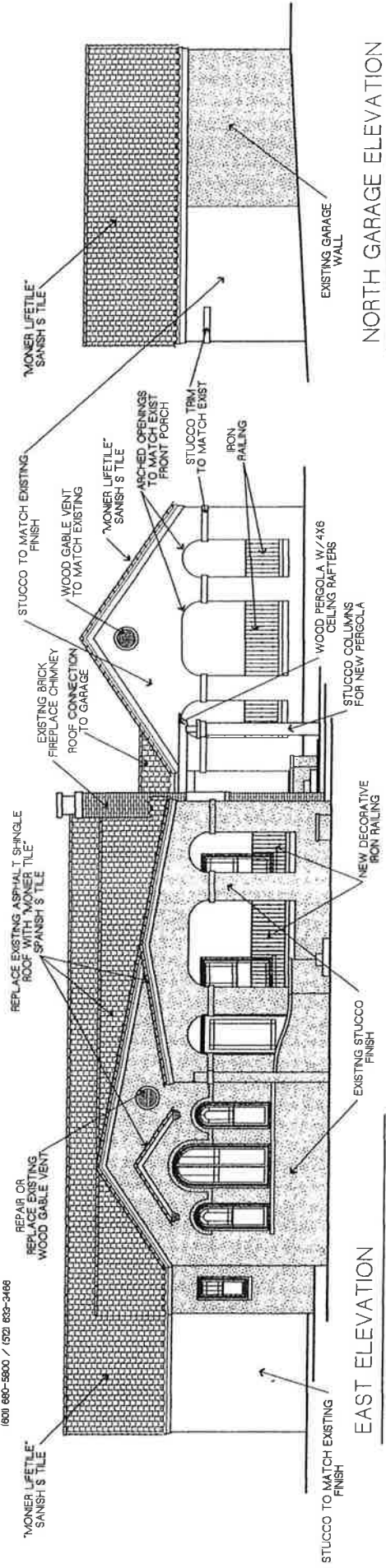
B-8

105 SOUTH 22ND AVENUE

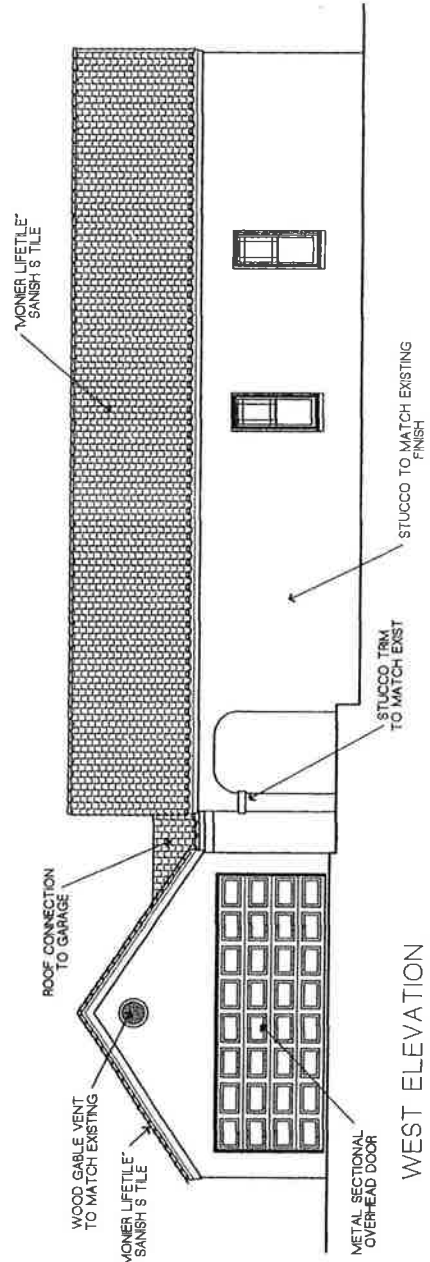


glenn nees
architect

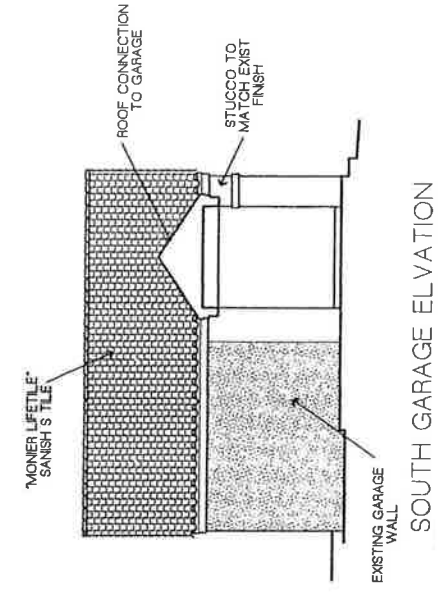
301 S 22ND AVENUE
HATTESBURG, MISSISSIPPI 38401
(601) 657-5500 / (520) 637-3466



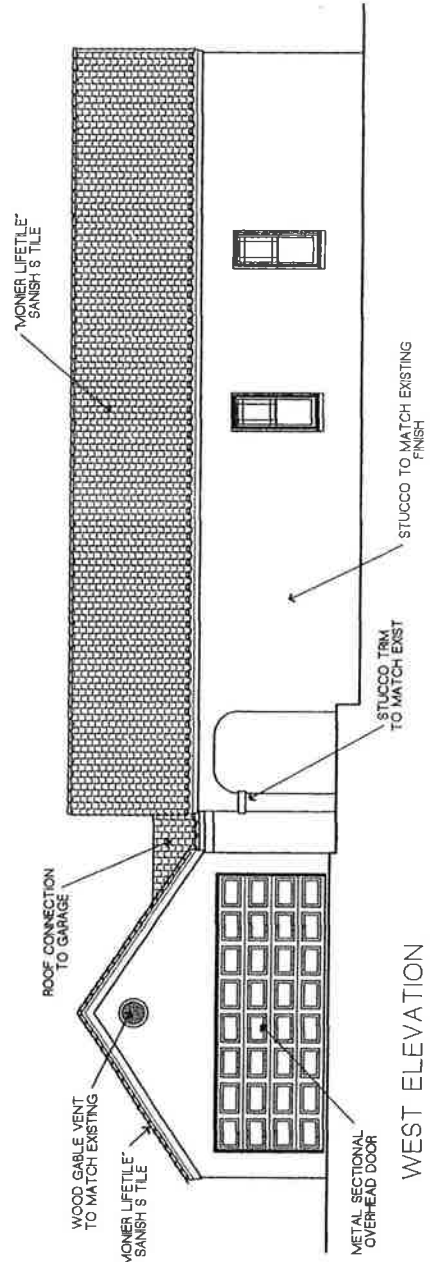
EAST ELEVATION



WEST ELEVATION

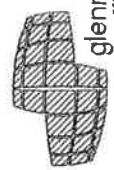


NORTH GARAGE ELEVATION



SOUTH GARAGE ELEVATION

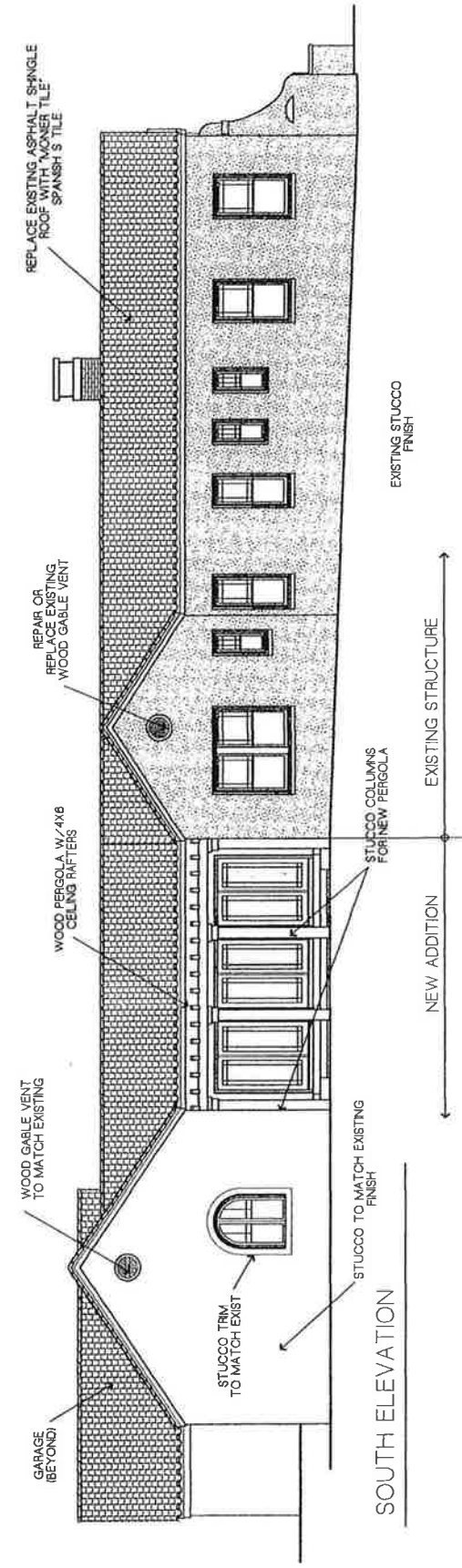
105 SOUTH 22ND AVENUE



glenn nees
architect
301 S 22ND AVENUE
HATTESBURG, MISSISSIPPI 39401
(601) 662-5600 / (520) 632-3466



NORTH ELEVATION



SOUTH ELEVATION



Parkhaven Neighborhood Association

A Great Place to Live, Work & Play !!!

Parkhaven Neighborhood Association
P. O. Box 412
Hattiesburg, Mississippi 39403
www.parkhaven.org

September 12, 2011

Justin Heskew
Historic Preservation Planner
Department of Urban Development
City of Hattiesburg

President
Russell Bearden

Re: Setback variance 105 S. 22nd Ave.

Vice-President
Hyla Stelhorn

Dear Mr. Heskew,

Treasurer
Margo Buisson

I have reviewed the proposed renovation and addition plans prepared by Glenn Nees, Architect, on behalf of BNO, LLC, owner, for the property located at 105 S. 22nd Ave., Hattiesburg, MS. Additionally, I have emailed a brief description and/or shown the proposal to the members of the Board of Directors of the Parkhaven Neighborhood Association. We are in unanimous support of this project and have no problem with the required rear and side setback variance necessary to fit this project on the property.

Secretary
Patti Mowery

Members at Large

Pat Robertson

Larry Mowery

Bonnie Revicki

The present setback code was not in existence at the time Parkhaven was laid out and built. Parkhaven was designed with large sweeping front lawns and gardens with residences and accessory structures pushed to the back of the lots and the rear alleyways. A quick tour of the subdivision will reveal many homes and accessory structures located on the alleys with little or no setback (witness this property's current garage apartment). This project is in keeping with the original design of the subdivision.

Sincerely,

Russell N. Bearden
Parkhaven Neighborhood Association, President

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Glenn Nees, on behalf of David Ott, BNO, LLC, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to vary from:

1. Article 4, Section 52.04(2A) which states that on interior lots there shall be a side yard setback on each side of a building having a width of not less than ten (10) feet and instead allow one (1) foot for a variance of nine (9) feet for the attached garage;,,
2. Article 4, Section 52.04(3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow five (5) feet for a variance of twenty (20) feet for the attached garage; and
3. Article 4, Section 52.04(3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow twelve (12) feet for a variance of thirteen (13) feet for an addition to the residential structure.

for a certain property located at 105 South 22nd Avenue (Parcel #22-324-2-14, PPIN 16473, Ward 4), said property being more particularly described as follows, to-wit:

Parcel 1: The North twenty (20) feet of Lot Twenty-one (21) and all of Lot Twenty-two (22) and the South Twenty-two (22) feet of Lot Twenty-three (23), in Block Two (2) of the Hattiesburg Heights Fourth Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

Parcel 2: The North 11.69 feet of Lot 19, all of Lot 20 and the South 30 feet of Lot 21, Block 2, of the Hattiesburg Heights Fourth Addition, Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, October 5, 2011, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 12th day of September, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, September 16, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2011-0158

File ID: 2011-0158

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference: 20114-6/141

In Control: City Council

Requester: Pattie Brantley

Cost:

File Created: 10/11/2011

Brief Title: Use Permit Upon Review - 513 Tuscan Avenue

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/141

Title: APPROVE or DENY the petition filed and represented by Charles Bourland, Landry and Lewis Architects on behalf of William Carey University, owner, to allow a Use Permit Upon Review for a "Public or private school offering general courses" in an R-1C (Single-Family Residential) District, for certain property located at 513 Tuscan Avenue (Parcel # 40-88-18-12, PPIN 13655, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Use Permit Upon Review - 513 Tuscan Avenue

Enactment Number:

Contact:

Meeting Date:

Drafter: Anita Bratcher

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Pattie Brantley	Approve	10/13/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/14/2011
1	8	10/12/2011	Lisa Reid	Approve	10/14/2011
1	9	10/12/2011	Pattie Brantley	Approve	10/14/2011
1	10		Chris Carr - FYI	Notified - FYI	
1	11		Bill Rodgers - FYI	Notified - FYI	
1	12		Marilyn Schwandt - FYI	Notified - FYI	
1	13		Kermas Eaton - FYI	Notified - FYI	
1	14		Debbie Bernardo - FYI	Notified - FYI	
1	15		Connie Everett - FYI	Notified - FYI	
1	16		Verlina Underwood - FYI	Notified - FYI	
1	17	10/12/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Council Member Delgado, seconded by Council Member Naylor, to Approve the petition filed and represented by Charles Bourland, Landry and Lewis Architects on behalf of William Carey University, owner, to allow a Use Permit Upon Review for a "Public or private school offering general courses" in a R-1C (Single-Family Residential) District, for certain property located at 513 Tuscan Avenue (Parcel # 40-88-18-12, PPIN 13655, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011. There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0158

Title

APPROVE or DENY the petition filed and represented by Charles Bourland, Landry and Lewis Architects on behalf of William Carey University, owner, to allow a Use Permit Upon Review for a "Public or private school offering general courses" in an R-1C (Single-Family Residential) District, for certain property located at 513 Tuscan Avenue (Parcel # 40-88-18-12, PPIN 13655, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on October 5, 2011.

Summary

Use Permit Upon Review - 513 Tuscan Avenue

Budget Information

Expenditure Type

Purchasing Item

PLANNING COMMISSION

OCTOBER 5, 2011

ITEM A

PROPERTY ADDRESS:

513 Tuscan Avenue

PETITIONER:Charles Bourland, Landry and Lewis Architects on
behalf of William Carey University**PARCEL NUMBER:** 40-88-18-12**PPIN:** 13655**WARD:** 5**REQUEST:** To allow a Use Permit Upon Review
for a "Public or private school offering general
courses" in a R-1C (Single-Family Residential)
District.**SPECIAL DISTRICTS:**

Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

Other: N/A

**PREVIOUS PLANNING COMMISSION OR BOA
ACTION ON SURROUNDING PROPERTY:**

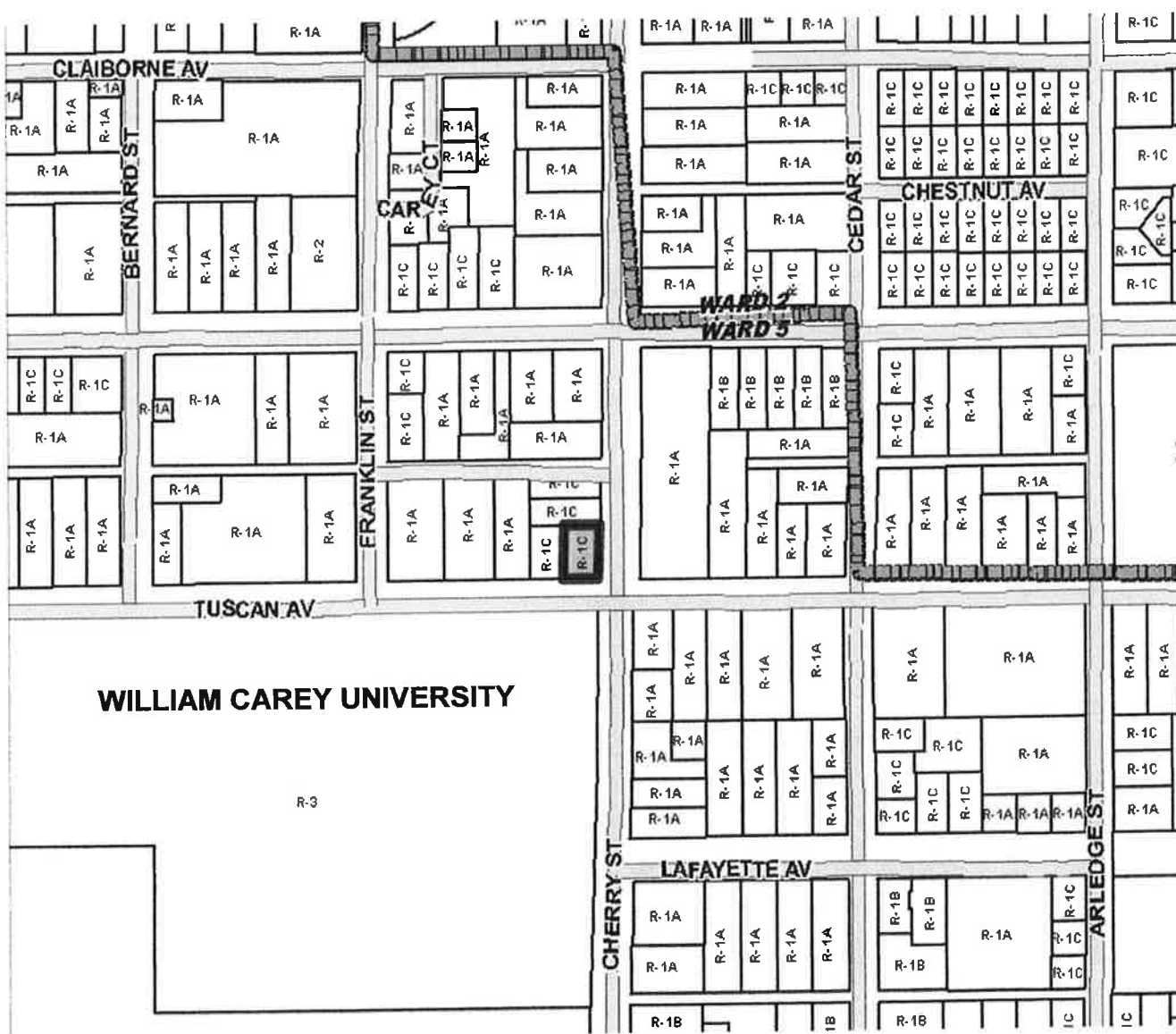
None.

SITE PLAN REVIEW COMMITTEE ACTION:

SPRC reviewed on September 3, 2011

**PENDING HISTORIC CONSERVATION COMMISSION
ACTION:**

N/A



PROPERTY ADDRESS:

513 Tuscan Avenue

CURRENT ZONING:

R-1C (Single-Family Residential)

REQUESTED ACTION:

- ⇒ To allow a Use Permit Upon Review for a "Public or private school offering general courses" in a R-1C (Single-Family Residential) District.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 54.03(7)

ADJACENT ZONING AND LAND USES:

NORTH: R-1C (Single-Family Residential) District; Residence

SOUTH: R-3 (Single-Family Residential) District; William Carey University

WEST: R-1A (Single-Family Residential) District; Residence

EAST: R-1C (Single-Family Residential) District; Church

FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as University/College District. This includes properties owned or controlled by colleges or universities, both public and private.

PHYSICAL SITE CHARACTERISTICS:

- ⇒ The subject property is located on an improved lot.

STREETS AND TRAFFIC:

The subject property is located at the corner of Cherry Street and Tuscan Avenue, which is a paved, one-lane, two-way street with moderate to heavy traffic flow.

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: Mississippi Power

PARKING AND ACCESS:

The subject parcel may be accessed from Tuscan Avenue and Cherry Street.

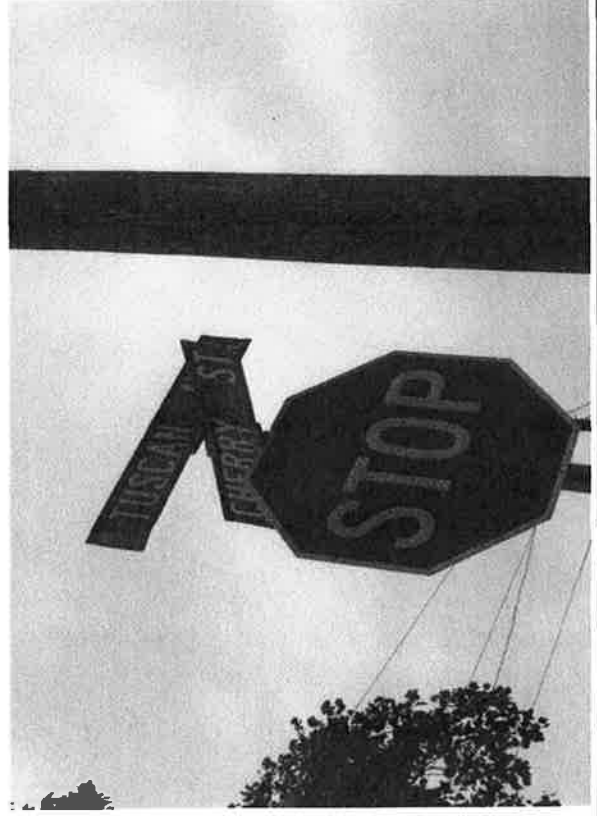
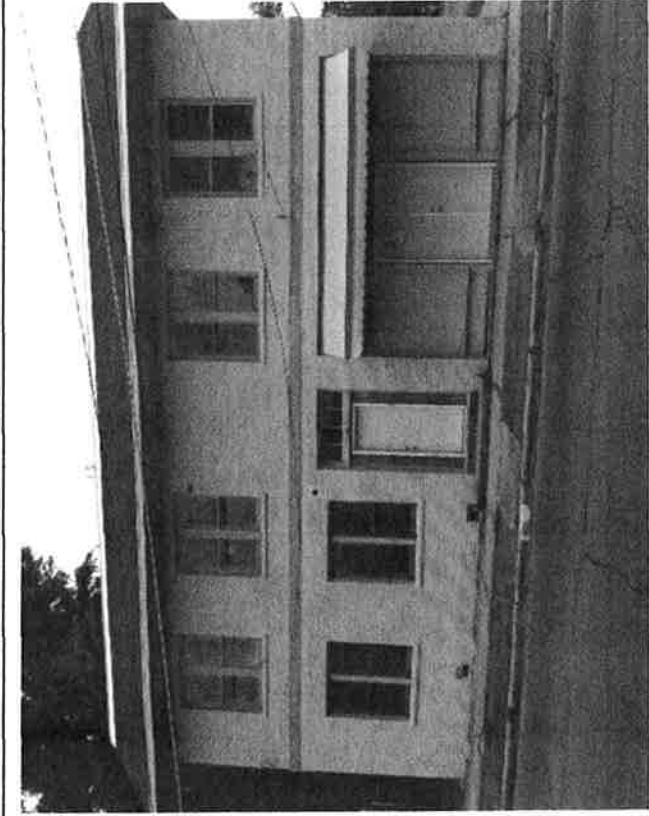
CHARACTER OF THE NEIGHBORHOOD:

- ⇒ The immediate areas surrounding this property are zoned R-1A (Single Family Residential) and R-3 (Multi-Family Residential) Districts.
- ⇒ The subject property is located across the street from William Carey University Campus.

(USE PERMIT) FINDINGS REQUIRED:

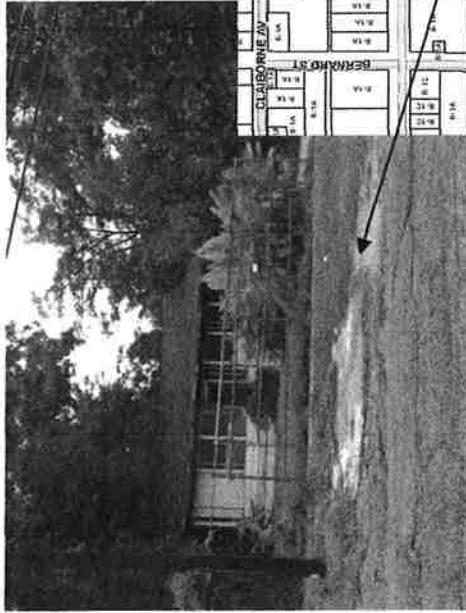
- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.

513 Tuscan Avenue



513 Tuscan Avenue

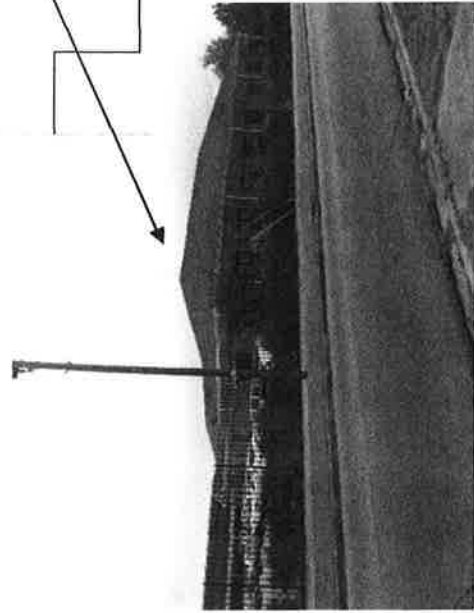
Property to the North: Residence



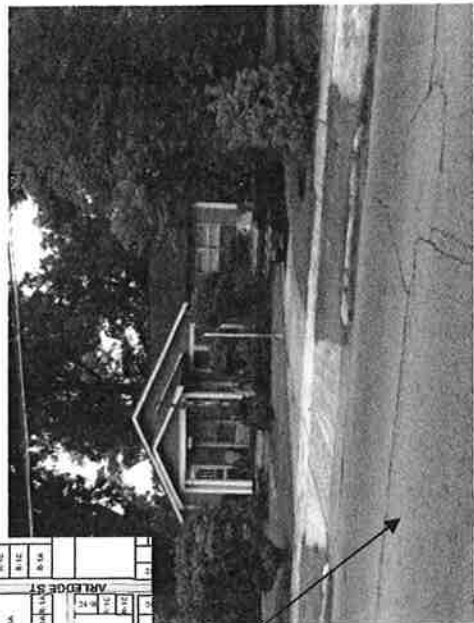
Property to the West: Church



Property to the South: William Carey University



Property to the East: Residence



Project No. 8-11-235
William Carey / Art Building
498 Tuscan Avenue
Presented by: Charles Bourland

09/03/2011

RESUBMITTAL REQUIRED

1. This is a concept review only. A Use Permit upon Review shall be required.



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

September 19, 2011

Robert Blevins
William Carey University
498 Tuscan Avenue
Hattiesburg, MS 39401

RE: Use Permit Upon Review (Parcel # 40-88-18-12, PPIN 013655, Ward 5).

Dear Mr. Blevins:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on October 5, 2011 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

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

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

Thank you for collecting and posting the public notice sign on the above parcel. Please ensure the sign is posted for the full 15 days and that the sign is not removed for any reason. If you have any questions, please call the Department of Urban Development at 545-4599 if you have any questions. **RETURN** the sign to the Planning Division on the second floor of the City of Hattiesburg.

Please call the Department of Urban Development at 545-4599 if you have any questions.

Sincerely,

Tamika A. Paige
Office Manager

Enclosures

Cc: Landry & Lewis Architects/ Charles Bourland, 5211 Old Hwy
William Carey University, 498 Tuscan Avenue, Hattiesburg, MS

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	\$
Robert Blevins	
Sent William Carey University	
Street or PO 498 Tuscan Avenue	
City, State, ZIP+4® Hattiesburg, MS 39401	
PS Form 3800, June 2010 See reverse for instructions	

PLEASE PRINT APPLICATION

DATE: 8-29-2011

**HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION
REQUEST FOR USE PERMIT UPON REVIEW**

ADDRESS OF PROPERTY FOR USE PERMIT:

513
Municipal Number

TUSCAN AVE
Street Name

Land Development Code Article No. 4 Section 54.03(7)

City Tax Parcel Number: 2-0389-15-269 40-88-18-12
PPIN # 013655

Deadline for applicant to file petition with City Clerk: _____

Planning Commission Meeting Date: _____ Time: 1 P. M.

City Council Agenda Review Date: _____ Time: 4 P. M.

City Council Meeting Date: _____ Time: 4:30 P. M.

Fee Required: \$200.00

Paperwork needed:

- ☒ Completed application.
- ☒ Warranty Deed.
- ☒ Electronic copy of legal description ONLY, saved as Word or Word Perfect document or emailed to kkettley@hattiesburgms.com
- ☒ Site Diagram.
- ☐ Filing Fee.
- ☐ Site Plan Review Committee, if needed.
- ☐ Other documents needed (See Land Use Planner).

FILED
SEP 14 2011
EDDIE BENTLEY, CITY CLERK
By: [Signature]
Deputy Clerk

For Additional Information:

Kirstin Kettley, Zoning Planner

Urban Development Department - Planning Division.

Phone: 601-554-1019

FAX: 601-545-1962

E-Mail: kkettley@hattiesburgms.com

Call for appointments.

RECEIVED
AUG 29
BY: [Signature]

A-3

APPLICANT:

Name: ROBERT BUEANS / WILLIAM CAREY UNIVERSITY
Mailing Address: 498 TUSCAN AVE City: HATTIESBURG State: MS Zip: 39401
Telephone (W) 601-318-6155 Telephone (H) 601-318-6053 Cell/Pager 601-408-4088

REPRESENTED BY:

Name: LANDRY & LEWIS ARCHITECTS / CHARLES BOJELAND
Mailing Address: 5211 OLD HWY 11 City: HATTIESBURG State: MS Zip: 39402
Telephone (W) 601-271-7711 Telephone (H) Cell/Pager 601-606-9377

CURRENT OWNER(S) OF PROPERTY:

Name: WILLIAM CAREY UNIVERSITY
Mailing Address: 498 TUSCAN AVE City: HATTIESBURG State: MS Zip: 39401
Telephone (W) 601-318-6155 Telephone (H) 601-318-6053 Cell/Pager 601-408-4088

1. This property is located on the NORTH side of TUSCAN AVE
North/South/East/West Street Name
and lies between CHERRY ST and FRANKLIN ST
Street Name Street Name
2. Property data: Zoned R1C
Lot Frontage 70 feet
Lot Depth 100 feet
Square Footage/Acres 7000 SF
Improved or Unimproved? IMPROVED
If improved, number of existing structures? 1
Use of buildings: Residential Commercial Industrial
Physical Characteristics of structure(s) 2 STORY BRICK

3. Purpose for Request:

TO ALLOW WCU TO OCCUPY OFFICES &
CLASSROOMS

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

5. Warranty Deed must be provided.

Note: If the property is not subdivided, attach a complete legal description as shown in the Forrest or Lamar County's Chancery Clerk's Office.

6. PARKING:

Paved parking will be provided for 10 cars, with 0 loading spaces.

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

NONE

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

NONE

9. What are the expected number of employees? 54

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

If yes, please explain: NO

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

12. Will there be any additional pedestrian or vehicular traffic generated by the proposed use?
YES If yes, explain: PROFESSORS - STUDENT PEDESTRIAN - DAY USE

13. ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE:

Property to the NORTH: Zoning Classification R1C
Current use: _____
Circle: Residential Commercial Industrial Vacant

Property to the SOUTH: Zoning Classification R3
Current use: WILLIAM CAREY UNIVERSITY CAMPUS
Circle: Residential Commercial Industrial Vacant

Property to the EAST: Zoning Classification R1A
Current use: _____
Circle: Residential Commercial Industrial Vacant

Property to the WEST: Zoning Classification R1A
Current use: CHURCH
Circle: Residential Commercial Industrial Vacant

14. **BUFFER REQUIREMENTS** (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows: (See Land Development Code Article 5 Section 89.)

NORTH N/A

SOUTH N/A

EAST N/A

WEST N/A

15. Is the property in a Historic District? If yes, what district? NO
16. Is the property in a Flood District? NO Panel ___ of ___ Map _____
17. Is the property in a Overlay District? NOT CURRENTLY

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

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- ✓ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ✓ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request: (Refer to question #13. Please print or type.)

RENOVATE THE EXISTING 2-STORY BUILDING TO USE
AS OFFICES AND CLASSROOMS WHILE MAINTAINING
THE CHARACTER OF THE BUILDING EXTERIOR.

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

513 TUSCAN AVENUE HATTIESBURG MS
Street Address City State
on this the 26 day of Aug, 2011.

In the matter of this Use Permit On Review for RENOVATION Classroom/Office request, the
Proposed Use
property owner further authorizes the following named person to represent property owner at the
public hearing on this petition _____ on this the 26th day of
August, 2011.

[Signature], WCU
Property Owner

Property Owner

STATE OF MS

COUNTY OF Forrest

PERSONALLY came and appeared before me the within named, Robert D. Blevins

attest that he signed and delivered the above and foregoing instrument as and for their free act
and deed on the day and year therein mentioned, and who acknowledges to me that they are the
owners of the property described in the foregoing Petition for a Use Permit Upon Review.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of
August, A.D., 2011.

[Signature]
Notary Public

MY COMMISSION EXPIRES:

7/25/2014



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

A-8

C-1

CN-09-3184

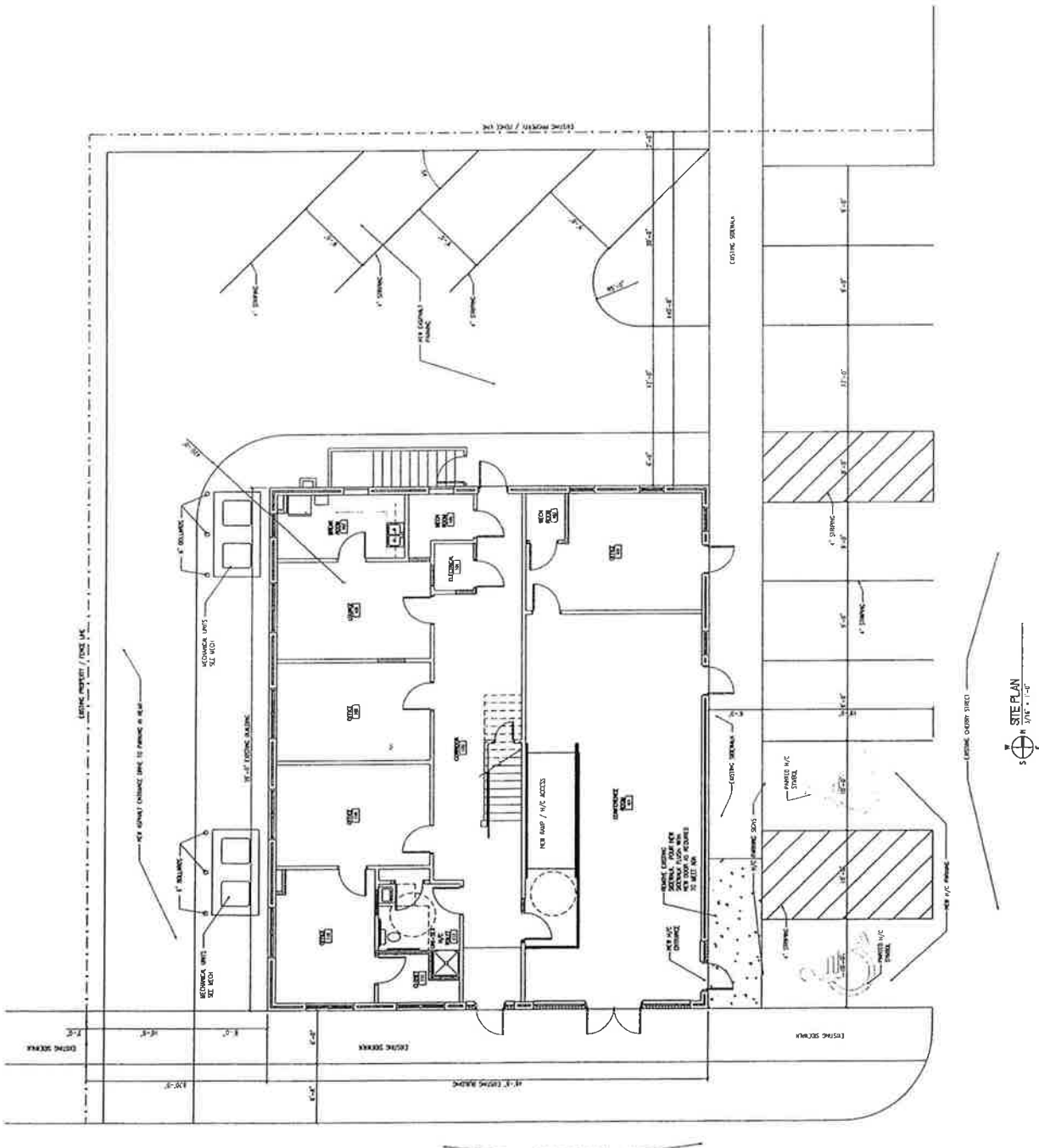
DATE

RENOVATED OFFICE BUILDING /
ART BUILDING FOR
WILLIAM CAREY UNIVERSITY
HATTIESBURG, MISSISSIPPI

SITE PLAN

ANDREY AND LEWIS
ARCHITECTS, P.A.
11 Commerce Street, Suite 200, Hattiesburg, Mississippi 39401
Phone: 601.271.7111 Fax: 601.271.7172

PROJECT NO.
DATE
BY
CHECKED BY
APPROVED BY
DATE



1" = 10' - 0"

SITE PLAN

DATE: 11/11/11

BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 11/11/11

PROJECT NO. CN-09-3184

PROJECT NAME: RENOVATED OFFICE BUILDING / ART BUILDING FOR WILLIAM CAREY UNIVERSITY

LOCATION: HATTIESBURG, MISSISSIPPI

SCALE: 1" = 10' - 0"

DATE: 11/11/11

BY: [Signature]

CHECKED BY: [Signature]

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DATE: 11/11/11

BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 11/11/11

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Charles Bourland, on behalf of William Carey University, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "Public or private school offering general courses" in a R-1C (Single-Family Residential) District, for certain property located at 513 Tuscan Avenue (Parcel # 4-88-18-12, PPIN 13655, Ward 5), said property being more particularly described as follows, to-wit:

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 ½) 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 on 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 the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, October 5, 2011, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 12th day of September, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, September 16, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2011-0161

File ID: 2011-0161

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Bill Rodgers

Cost:

File Created: 10/11/2011

Brief Title: OCTOBER 18, 2011 CONDEMNATION
RESOLUTION

Final Action: 10/18/2011

Minute Book Number: MB 2011-/141

Title: Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time as recorded on the Resolutions to remove violations per the recommendations of the Code Enforcement Manager.]

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: 20 Prop. to Adopt MEMO Condemnation 10-18-11 Resolution #2011-147-166, 800 Sioux Lane, 800 Sioux Lane executed, 404 Mable Street, 404 Mable Street executed, 314 West 4th Street, 314 West 4th Street executed, 619 West 4th Street, 619 West 4th Street executed, 615 West 4th Street, 615 West 4th Street executed, 119 West 4th Street, 119 West 4th Street executed, 637 West 4th Street, 637 West 4th Street executed, Mobile Street, Mobile Street executed, 706 Atlanta Street, 706 Atlanta Street executed, Barry Street, Barry Street executed, 400 Mable Street, 400 Mable Street executed, Dewey Street, Dewey Street executed, 400 Mable Street Parcel: 28-56-4-1, 400 Mable Street Parcel: 28-56-4-1 executed, 1211 Dewey Street, 1211 Dewey Street executed, Dewey Street Parcel: 33-536-3-5, Dewey Street Parcel: 33-536-3-5 executed, 708 Atlanta Street, 708 Atlanta Street executed, 205 Kensington Drive, 205 Kensington Drive executed, 208 Rosa Avenue, 208 Rosa Avenue executed, 926 Ida Avenue, 926 Ida Avenue executed, 416 Mable Street, 416 Mable Street executed

Enactment Number:

Contact:

Meeting Date:

Drafter: Sherry Liggins

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Sherry Liggins	Approve	10/13/2011
1	2		Wiley Quinn - FYI	Notified - FYI	
1	3		Bill Rodgers - FYI	Notified - FYI	
1	4	10/11/2011	Pattie Brantley	Approve	10/13/2011
1	5		Lisa Reid - FYI	Notified - FYI	
1	6		Chris Carr - FYI	Notified - FYI	
1	7		Marilyn Schwandt - FYI	Notified - FYI	
1	8		Kermas Eaton - FYI	Notified - FYI	
1	9		Debbie Bernardo - FYI	Notified - FYI	
1	10		Connie Everett - FYI	Notified - FYI	
1	11		Verlina Underwood - FYI	Notified - FYI	
1	12	10/11/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve to Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time as recorded on the Resolutions to remove violations per the recommendations of the Code Enforcement Manager. There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0							

Text of Legislative File 2011-0161

Title

Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time as recorded on the Resolutions to remove violations per the recommendations of the Code Enforcement Manager.]

Summary

Condemnation Resolution 10/18/11

Budget Information

Expenditure Type

Purchasing Item

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: October 10, 2011

RE: Condemnation Resolutions (10/18/11)

I recommend a resolution be adopted giving 10 days to clear the violations as stated at the following properties, and if not the city will take action to clear the violations and charge the cost plus penalty against the same.

Case:	Address:	Parcel #:	Violation(s)	Ward(s)
1.	800 Sioux Lane	15-932-7-1	OGL, T&L	3
2.	404 Mable St.	28-560-4-3	OGL, T&L	2
3.	314 West 4 th St.	28-560-2-15	OGL	2
4.	619 West 4 th St.	27-72-1-7	AV, OS, T&L	2
5.	615 West 4 th St.	27-72-1-6	AV, OS, T&L	2
6.	119 West 4 th St.	27-964-1-16	OGL	2
7.	637 West 4 th St.	27-72-1-10	OS, T&L	2
8.	Mobile St.	34-992-9-6	OGL, T&L	2
9.	706 Atlanta St.	34-992-12-3	OGL, T&L	2
10.	Barry St.	31-628-23-2A	OGL, T&L	5
11.	400 Mable St.	28-560-4-2	OGL, T&L	2

Condemnation Resolution October 18, 2011

Page 2

Case:	Address:	Parcel #:	Violation(s)	Ward(s)
12.	Dewey St.	33-536-3-4	OGL, T&L	2
13.	400 Mable St.	28-560-4-1	OGL, T&L	2
14.	1211 Dewey St.	33-536-3-3	OGL, T&L	2
15.	Dewey St.	33-536-3-5	OGL, T&L	2
16.	708 Atlanta St.	34-992-12-4	OGL, T&L	2
17.	205 Kensington Dr.	6-479-1-21	OGL, T&L	3
18.	208 Rosa Ave.	39-92-6-5	OGL, T&L	5
19.	926 Ida Ave.	32-1039-130	OGL, T&L	5
20.	416 Mable St.	28-456-1-5	OGL, T&L	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 15-932-7-1, 800 Sioux Lane, and better described as the Lot 1 & West 20 feet of Lot 2 Block North, B538 P199 5/84, B556-P121 6/85, B602, PREV#: H0932-07-001, Block 00N, Section 18, Township 04N, Range 13W

WHEREAS, the owner of the property is: Benoyd H. and Lori T. Bell Jr.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 305)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
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PARCEL: 15-932-7-1, 800 Sioux Lane, and better described as the Lot 1 & West 20 feet of Lot 2 Block North, B538 P199 5/84, B556-P121 6/85, B602, PREV#: H0932-07-001, Block 00N, Section 18, Township 04N, Range 13W

WHEREAS, the owner of the property is: Benoyd H. and Lori T. Bell Jr.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

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

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

K. Brack
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

Jimmy I. J...
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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PARCEL: 28-560-4-3, 404 Mable Street, and better described as Lot 3 Block 4, PREV#: H0560-04-003, DB 730, PG151 4/26/95, Block 004, Section 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: Mississippi Land Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
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RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 28-560-4-3, 404 Mable Street, and better described as Lot 3 Block 4, PREV#: H0560-04-003, DB 730, PG151 4/26/95, Block 004, Section 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: Mississippi Land Company

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 305)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Dulce K. Bernado
CLERK OF COUNCIL

ADOPTED:

Pat Brubaker
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edna R. Myers
CITY CLERK

APPROVED:

James J. Duke
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 28-560-2-15, 314 West 4th Street, and better described as the Lot 8 block 2 C J Miller ADD, PREV#: H0560-02-015, 2/91 648/208 3/91 649/601, DB 730 PG 288 5/3/95, Block 002, Section 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: LaTasha Marie Carter

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 28-560-2-15, 314 West 4th Street, and better described as the Lot 8 block 2 C J Miller ADD, PREV#: H0560-02-015, 2/91 648/208 3/91 649/601, DB 730 PG 288 5/3/95, Block 002, Section 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: LaTasha Marie Carter

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

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

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Julia K. Bernard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith R. Myers
CITY CLERK

APPROVED:

[Signature]
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-72-1-7, 619 West 4th Street, and better described as Lot 6, Block 1 BOUNDS ADD, PREV#: H0072-01-007, Block 001, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: William B. Foster and Irene H. Floyd

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Open Storage (Junk Yards) (Land Development Code, Sec. 87)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)
Abandoned Vehicle (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-72-1-7, 619 West 4th Street, and better described as Lot 6, Block 1 BOUNDS ADD, PREV#: H0072-01-007, Block 001, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: William B. Foster and Irene H. Floyd

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Open Storage (Junk Yards) (Land Development Code, Sec. 87)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)
Abandoned Vehicle(Land Development Code, Sec. 87)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

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

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Dulce X Bernarob
CLERK OF COUNCIL

ADOPTED:

P. J. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

Jimmy J. Duke
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-72-1-6, 615 West 4th Street, and better described as West 25.7 feet of 4 & All 5 Block 1, BOUNDS ADD. PREV#: H0072-01-006, Block001, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: Irene H. and Dallas Floyd

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Trash & Litter (International Property Maintenance Code, Sec. 302.4)
Abandoned Vehicle (International Property Maintenance Code, Sec. 302.8)
Open Storage (Junk Yards)(Land Development Code Sec. 87)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-72-1-6, 615 West 4th Street, and better described as West 25.7 feet of 4 & All 5 Block 1, BOUNDS ADD. PREV#: H0072-01-006, Block001, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: Irene H. and Dallas Floyd

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Trash & Litter (International Property Maintenance Code, Sec. 302.4)
Abandoned Vehicle (International Property Maintenance Code, Sec. 302.8)
Open Storage (Junk Yards)(Land Development Code Sec. 87)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Julia H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Jim Brack
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith R. Payne
CITY CLERK

APPROVED:

Gregory J. Duff
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-964-1-16, 119 West 4th Street, and better described as West 90 feet of 11 & 11 5/6 feet OFF E, Side 12, Block 170 PREV#: H0964-01-016, 6/94, 713/271, Block 170, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: S.S Properties and Rebuild America Inc.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-964-1-16, 119 West 4th Street, and better described as West 90 feet of 11 & 11 5/6 feet OFF E, Side 12, Block 170 PREV#: H0964-01-016, 6/94, 713/271, Block 170, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: S.S Properties and Rebuild America Inc.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Dulce H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Francisco
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Indira P. Myers
CITY CLERK

APPROVED:

Anthony Silva
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-72-1-10 637 West 4th Street, and better described as West 52.5 feet of Lot 7 BOUNDS ADDN, PREV#: H0072-01-010, DB 740, PG 12 11/95, Block 001, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: William B. Foster and Irene Floyd

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Open Storage (Junk Yards)(Land Development Code, Sec. 87)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 27-72-1-10 637 West 4th Street, and better described as West 52.5 feet of Lot 7 BOUNDS ADDN, PREV#: H0072-01-010, DB 740, PG 12 11/95, Block 001, Section 04, Township 04N, Range 13W

WHEREAS, the owner of the property is: William B. Foster and Irene Floyd

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Open Storage (Junk Yards)(Land Development Code, Sec. 87)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

John X. Bernardo
CLERK OF COUNCIL

ADOPTED:

P. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith R. Payne
CITY CLERK

APPROVED:

Henry S. Davis
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-9-6, Mobile Street, and better described as Lot 6, Block 9, PREV#: H0992-09-006, 641/276, 10/29/90, 702/370, 12/93, 712/498, 6/94, DB 778 PG 735 10/97 Block 009, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Lonnie Lee

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-9-6, Mobile Street, and better described as Lot 6, Block 9, PREV#: H0992-09-006, 641/276, 10/29/90, 702/370, 12/93, 712/498, 6/94, DB 778 PG 735 10/97 Block 009, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Lonnie Lee

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Antonio V. Bernardo
CLERK OF COUNCIL

ADOPTED:

President
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edwin R. Payne
CITY CLERK

APPROVED:

Mayor
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-12-3, 706 Atlanta Street, and better described as Lot 3, Block 12, Yellow Pine Park Survey, PREV#: H0992-12-003, 5/91, 652-092, 9/91, 659/386, Block 012, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Gary Loper

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-12-3, 706 Atlanta Street, and better described as Lot 3, Block 12, Yellow Pine Park Survey, PREV#: H0992-12-003, 5/91, 652-092, 9/91, 659/386, Block 012, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Gary Loper

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Debra L. Bernard
CLERK OF COUNCIL

ADOPTED:

Jim Brack
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith E. Myers
CITY CLERK

APPROVED:

Jimmy P. Duke
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 31-628-23-2A, Barry Street and better described as CM North West/ Corner Lot 1, Southeast 100 TO POB SE, 100 Northeast, 50 Northwest, 100 Southwest, 50 TO POB, Block 49 D D MCINNIS 3RD, Book 625, Page 531, 11/03/1989, PREV#:H0628-23-002A, 3/12/90 630/422, Section 16, Township 04N, Range 13W

WHEREAS, the owner of the property is: Gwendolyn John

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 31-628-23-2A, Barry Street and better described as CM North West/ Corner Lot 1, Southeast 100 TO POB SE, 100 Northeast, 50 Northwest, 100 Southwest, 50 TO POB, Block 49 D D MCINNIS 3RD, Book 625, Page 531, 11/03/1989, PREV#:H0628-23-002A, 3/12/90 630/422, Section 16, Township 04N, Range 13W

WHEREAS, the owner of the property is: Gwendolyn John

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Dulisa H. Barnard
CLERK OF COUNCIL

ADOPTED:

H. Braddy
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith R. Payne
CITY CLERK

APPROVED:

Henry J. Duke
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 28-560-4-2, 400 Mable Street, and better described as South 57.5 feet of Lot 1, Block 4, PREV#: H0560-04-002, DB 815, PG 190 04/23/99, Miller C.H, Block 004, Section 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: Centex Home Equity Co, LLC, Jeffrie Coleman and Vonda D. Gibson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:

City of Hattiesburg
Code Enforcement
P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Return to:

City of Hattiesburg
City Clerk's Office

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 28-560-4-2, 400 Mable Street, and better described as South 57.5 feet of Lot 1, Block 4, PREV#: H0560-04-002, DB 815, PG 190 04/23/99, Miller C.H, Block 004, Section 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: Centex Home Equity Co, LLC, Jeffrie Coleman and Vonda D. Gibson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Debra H. Bernero
CLERK OF COUNCIL

ADOPTED:

Tim Bruck
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith R. Myers
CITY CLERK

APPROVED:

Henry J. Doherty
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-4, Dewey Street, and better described as Lot 6, Block 3, PREV#:H0536-03-004, Block 003, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Ruth Norwood C/O Yolanda Wilson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-4, Dewey Street, and better described as Lot 6, Block 3, PREV#:H0536-03-004, Block 003, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Ruth Norwood C/O Yolanda Wilson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Dulcie H. Bennett
CLERK OF COUNCIL

ADOPTED:

H. Brash
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith R. Myers
CITY CLERK

APPROVED:

J. Lum
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 28-560-4-1, 400 Mable Street, and better described as the North 75 feet of 1 & ALL 2 BLOCK 4, DB550-P659 4/85, PREV#: H0560-04-001, 634/526 6/11/90, DB 775 PG 29 7/97, DB 815PG 190 4/23/99, BLOCK 004, SECTION 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: Centex Home Equity.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 28-560-4-1, 400 Mable Street, and better described as the North 75 feet of 1 & ALL 2 BLOCK 4, DB550-P659 4/85, PREV#: H0560-04-001, 634/526 6/11/90, DB 775 PG 29 7/97, DB 815PG 190 4/23/99, BLOCK 004, SECTION 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: Centex Home Equity.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Dulcie H. Bernard
CLERK OF COUNCIL

ADOPTED:

H. Brady
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edwin P. Myers
CITY CLERK

APPROVED:

Jeffrey S. DeLoach
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-3, 1211 Dewey Street, and better described as Lot 5, Block 3, PREV#: H0536-03-003, Block 003, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Ruth Norwood C/O Yolanda Wilson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-3, 1211 Dewey Street, and better described as Lot 5, Block 3, PREV#: H0536-03-003, Block 003, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Ruth Norwood C/O Yolanda Wilson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Deigado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Theresa A. Burrows
CLERK OF COUNCIL

ADOPTED:

Tim Bruck
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

James S. Clark
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-5, Dewey Street, and better described as Lot 7, Block 3, PREV#:H0536-03-005, Block 003, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Dicey Pierce C/O Yolanda Wilson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-5, Dewey Street, and better described as Lot 7, Block 3, PREV#:H0536-03-005, Block 003, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: Dicey Pierce C/O Yolanda Wilson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Diana H. Bensard
CLERK OF COUNCIL

ADOPTED:

Jim Brady
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

John R. Myers
CITY CLERK

APPROVED:

John J. ...
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-12-4, 708 Atlanta Street, and better described as Lot 4, block 12, DB574 P218 9/86, PREV#:H0992-12-004, 4/91 651/025, B768 P275 3/97, DB 780, PG 617, 11/97, Block 012, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: James H. Ratliff Jr.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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PARCEL: 34-992-12-4, 708 Atlanta Street, and better described as Lot 4, block 12, DB574 P218 9/86, PREV#-H0992-12-004, 4/91 651/025, B768 P275 3/97, DB 780, PG 617, 11/97, Block 012, Section 03, Township 04N, Range 13W

WHEREAS, the owner of the property is: James H. Ratliff Jr.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

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

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Dee A. Bernardo
CLERK OF COUNCIL

ADOPTED:

W. Bruck
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

Henry S. Clark
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 6-479-1-21, 205 Kensington Drive, and better described as Lot 21, KENSINGTON WOODS 1ST ADD, PB 2/5, Section 13, Township 04N, Range 14W

WHEREAS, the owner of the property is: Morton Strickland, American Public Realty LLC, C/O Benjamin Walley

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 6-479-1-21, 205 Kensington Drive, and better described as Lot 21, KENSINGTON WOODS 1ST ADD, PB 2/5, Section 13, Township 04N, Range 14W

WHEREAS, the owner of the property is: Morton Strickland, American Public Realty LLC, C/O Benjamin Walley

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Julie H. Bernard
CLERK OF COUNCIL

ADOPTED:

P. J. Brady
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edith R. Payne
CITY CLERK

APPROVED:

Henry Schuler
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 39-92-6-5, 208 Rosa Avenue, and better described as Lot 4, Block 6, J.H Buschman Subdivision, City of Hattiesburg Forrest County, Mississippi, PREV#:H0092-06-005, 718/360, 9/94, Block 006, Section 15, Township 04N, Range 13W

WHEREAS, the owner of the property is: Billy Ray Barnes

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September, 2011, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 17th of October, 2011, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

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WHEREAS, the owner of the property is: Billy Ray Barnes

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

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**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

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3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS:	Bradley	NAYS:	None
	Delgado		
	Carroll		
	Ware		
	Naylor		

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Debra H. Benard
CLERK OF COUNCIL

ADOPTED:

President
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edie R. Payne
CITY CLERK

APPROVED:

Mayor
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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PARCEL: 32-1039-130, 926 Ida Avenue, and better described as BEG 298 feet, North SW COR SE ¼, NW ¼, NE ¼, E 330 feet, N 70 feet W, 330 feet S, 70 feet TO BEG, PREV#:H1039-00-130, Block 021, Section 21, Township 04N, Range 13W

WHEREAS, the owner of the property is: Beatrice C. Moffett, otho Est C/O Willie Chapman

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

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The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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PARCEL: 32-1039-130, 926 Ida Avenue, and better described as BEG 298 feet, North SW COR SE ¼, NW ¼, NE ¼, E 330 feet, N 70 feet W, 330 feet S, 70 feet TO BEG, PREV#:H1039-00-130, Block 021, Section 21, Township 04N, Range 13W

WHEREAS, the owner of the property is: Beatrice C. Moffett, otho Est C/O Willie Chapman

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

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**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
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3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS:	Bradley	NAYS: None
	Delgado	
	Carroll	
	Ware	
	Naylor	

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Diane H. Bernard
CLERK OF COUNCIL

ADOPTED:

T. Bruch
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edna R. Mayo
CITY CLERK

APPROVED:

Jeffrey S. Davis
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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PARCEL: 28-456-1-5, 416 Mable Street, and better described as PT N ½ S ½ OF LOT 1 BEG ON, S LINE MABLE ST 260 FT N & 27.5 FT E SWCOR OF 1 S 130 FT E, 55FT N 130FT W 55 FT TO BEG BLK, A PREV#:H0456-01-005, DB 786 PG 449 1/98, Block 00A, Section 09, Township 04N, Range 13W

WHEREAS, the owner of the property is: Alton Ogden

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

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3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 18th day of October 2011.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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WHEREAS, the owner of the property is: Alton Ogden

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

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3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS:	Bradley	NAYS:	None
	Delgado		
	Carroll		
	Ware		
	Naylor		

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 18th day of October 2011.

(SEAL)

ATTEST:

Edna H. Benard
CLERK OF COUNCIL

ADOPTED:

P. Brad
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 18th day of October, A.D., 2011

ATTEST:

Edie R. Myers
CITY CLERK

APPROVED:

James J. Day
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0152

File ID: 2011-0152

Type: Regular Agenda Item

Status: Tabled

Version: 2

Reference:

In Control: City Council

Requester:

Cost:

File Created: 10/11/2011

Brief Title: CDBGgrantWasteWater

Final Action:

Minute Book Number: MB 2011-6/142

Title:

Adopt a Resolution authorizing preparation and submittal of an application for CDBG Grant funds from the Mississippi Development Authority for waste water treatment facilities improvements and for related purposes.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: CDGGgrant.wastewatertrmt

Enactment Number:

Contact:

Meeting Date:

Drafter: Franklyn L. Tate

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1		Franklyn Tate	Escalated	10/15/2011
2	2	10/13/2011	Eddie Myers	Approve	10/15/2011
2	3		Marilyn Schwandt - FYI	Notified - FYI	
2	4		Kermas Eaton - FYI	Notified - FYI	
2	5		Debbie Bernardo - FYI	Notified - FYI	
2	6		Connie Everett - FYI	Notified - FYI	
2	7		Verlina Underwood - FYI	Notified - FYI	
2	8		Michael Pope - FYI	Notified - FYI	
2	9	10/13/2011	Eddie Myers	Approve	10/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/18/2011	Table				Pass
	Action Text: A motion was made by Council Member Delgado, seconded by Council Member Carroll, to TABLE to Adopt a Resolution authorizing preparation and submittal of an application for CDBG Grant funds from the Mississippi Development Authority for waste water treatment facilities improvements and for related purposes.						
	Attorney Lawrence stated that legal counsel from Jackson had requested that the Council withhold from adopting the Resolution at this time. Mr. Lawrence said he read the Resolution and found it to be generic and does not believe it will interfere with what [the City] is trying to do. Council President Bradley said he has talked to the Mayor and that the Mayor shares Attorney Lawrence's opinion. He asked Mr. Lawrence if his recommendation was to [proceed with the vote]; Mr. Lawrence said he cannot see how it would interfere. Council member Delgado asked if executive session would be necessary were she to ask questions; Mr. Lawrence responded in the affirmative. Council member Carroll asked if there is a problem with Tabling the motion. Attorney Lawrence said the only problem with Tabling the motion is that the Council may have to come back to consider the matter at a special called meeting. Council member Delgado said she would move to Table. Council President Bradley said that will be okay so that questions can be answered, but it may mean another meeting later this week or early the following week. Council member Naylor asked if this was discussed yesterday. Council President Bradley stated that there was very little discussion [Monday]. Council member Naylor said he recalled no discussion and wondered why it was not discussed. Council member Delgado said the Council did not have Mr. Lawrence's statement as to legal counsel's recommendation. Council member Naylor said he was okay with Tabling. Following discussion, the MOTION TO TABLE received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0152

Title

Adopt a Resolution authorizing preparation and submittal of an application for CDBG Grant funds from the Mississippi Development Authority for waste water treatment facilities improvements and for related purposes.

Summary

Resolution-waste water grant

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGENDA ITEM INFORMATION FORM

TO: CITY CLERK'S OFFICE
FROM: Frankly L. Tate, Director of Federal and State Programs
DATE: October 18, 2011
RE: CDBG Grant Application - Waste Water Treatment

The following information is needed to disburse this agenda item properly:

- a. Who and what department/division in City needs copies?
Franklyn L Tate, Federal and State Programs
Eddie Myers, City Clerk
Bert Kurykendal, City Engineer
- b. What outside agency needs a copy? The contact person? Phone number and address?
(Tate will deliver)

- c. If signatures are needed, by who, their address, etc.

- d. Other detailed instructions as to special publication requirements or dates, mailing instructions, deadlines, contact information, etc.

Other Information:

CITY OF HATTIESBURG
AGENDA ITEM
FACT SHEET

ITEM NO: _____
COUNCIL MEETING: 10/18/11

BRIEF TITLE: AUTHORIZATION
INTRODUCED BY: Mayor Johnny L. DuPree, Ph. D.
CONTACT PERSON: Franklyn L. Tate

TELEPHONE NO: 601-545-4590
SUMMARY EXPLANATION: CDBG Grant application - Waste Water Treatment

EXHIBITS FOR REVIEW

RESOLUTION ☐ ORDINANCE ☐ CONTRACT ☐ MINUTES ☐ PLAN MAPS ☐
OTHER (SPECIFY): _____
AUTHORIZATION: COUNCIL PRESIDENT ☐ MAYOR ☐

STAFF RECOMMENDATION: (exact wording for agenda)

Adopt a Resolution authorizing preparation and submittal of an application for CDBG Grant funds from the Mississippi Development Authority for waste water treatment facilities improvements and for related purposes.

COUNCIL ACTION: MOTION BY: _____ SECOND BY: _____

VOTE: COUNCIL MEMBER	<u>YEA</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
BRADLEY	☐	☐	☐	☐
DELGADO	☐	☐	☐	☐
CARROLL	☐	☐	☐	☐
WARE	☐	☐	☐	☐
NAYLOR	☐	☐	☐	☐

ACTION TAKEN:
DISCUSSION:

**RESOLUTION AUTHORIZING PREPARATION AND SUBMITTAL OF AN
APPLICATION FOR FUNDS FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY**

WHEREAS, the Mississippi Development Authority, Division of Community Development has Community Development Block Grant (CDBG) funds available from its FY 2011 Program; and

WHEREAS, regulations governing the CDBG program allow the utilization of said funds for public facilities improvements, including but not limited to, infrastructure such as water or wastewater improvements, drainage improvements, public buildings, road/street improvements, bridge or other similar public infrastructure improvements; and

WHEREAS, the Mayor and Council of the City of Hattiesburg desire to request CDBG funds from the Mississippi Development Authority in order to improve the quality of life of the citizens; and

WHEREAS, the Mayor and Council of the City of Hattiesburg deem it to be in the best interests of the citizens of the City to upgrade public facilities by seeking CDBG funds to serve its citizenry.

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

SECTION ONE: Johnny Dupree, Mayor in and of the City of Hattiesburg, is hereby authorized and directed to submit an application for CDBG funds, and along with said application, all understandings and assurances contained therein and to provide such additional information as may be required; and

SECTION TWO: Johnny Dupree, Mayor in and of the City of Hattiesburg, is hereby authorized to publish the necessary notices for Request for Proposals for Administrative Services, Engineering and/or Architectural Services, and Legal Services, all public hearing notices, and any environmental notices, such as "Request for Release of Funds/Finding of No Significant Impact and Floodplain Notices as applicable in accordance with the guidelines governing the CDBG application process; and

SECTION THREE: Johnny Dupree, Mayor in and of the City of Hattiesburg, is hereby authorized to execute any and all documents necessary and pertinent to the application; and

SECTION FOUR: Johnny Dupree, Mayor in and of the City of Hattiesburg, is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should the project be approved.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted on this the ____ day of _____ 2011.

ATTEST:

ADOPTED:

Eddie R. Myers, City Clerk

Johnny Dupree, Mayor



City of Hattiesburg, MS

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

Master

File Number: 2011-0172

File ID: 2011-0172

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/12/2011

Brief Title: Resolution

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/142-143

Title: Adopt a Resolution declaring up to (45) forty-five vehicles as unmarked to be used in the operation of the City of Hattiesburg Police Department.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: unmarked vehicles, unmarked vehicles executed
Resolution #2011-167

Enactment Number:

Contact: Frazier Bolton

Meeting Date: 10/18/2011

Drafter: Kermas Eaton

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6	10/12/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass

Action Text: A motion was made by Vice President Ware, seconded by Council Member Delgado, to Approve to Adopt a Resolution declaring up to (45) forty-five vehicles as unmarked to be used in the operation of the City of Hattiesburg Police Department.

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

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

TEL-No Vote: 0

Text of Legislative File 2011-0172

Title

Adopt a Resolution declaring up to (45) forty-five vehicles as unmarked to be used in the operation of the City of Hattiesburg Police Department.

Summary

Budget Information

Expenditure Type

Purchasing Item

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that unmarked vehicles are deemed necessary in connection with the duties of the police department of the city of Hattiesburg; and

WHEREAS, the City of Hattiesburg finds and determines that up to (45) forty-five vehicles are needed as unmarked vehicles and are to be used in the operation of the City of Hattiesburg Police Department.

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to declare said vehicles to hereby be declared as unmarked vehicles in accordance with appropriate Miss Code statutes.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council pursuant to the authority granted by the Mississippi Code section 25-1-87, hereby grants and authorizes the use of up to (45) forty-five, vehicles as unmarked for purposes of performing official duties by the Hattiesburg Police Department.

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 18th day of October, A.D., 2011.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 18th day of October, A.D., 2011.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that unmarked vehicles are deemed necessary in connection with the duties of the police department of the city of Hattiesburg; and

WHEREAS, the City of Hattiesburg finds and determines that up to (45) forty-five vehicles are needed as unmarked vehicles and are to be used in the operation of the City of Hattiesburg Police Department.

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to declare said vehicles to hereby be declared as unmarked vehicles in accordance with appropriate Miss Code statutes.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council pursuant to the authority granted by the Mississippi Code section 25-1-87, hereby grants and authorizes the use of up to (45) forty-five, vehicles as unmarked for purposes of performing official duties by the Hattiesburg Police Department.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 18th day of October, A.D., 2011.

(S E A L)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 18th day of October, A.D., 2011.

ATTEST:

[Signature]
CITY CLERK

ADOPTED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2011-0162

File ID: 2011-0162

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost: \$51,425.00

File Created: 10/11/2011

Brief Title: Transit Bus Stop ADA Accessibility Project
Engineering Contract
Transit Bus Stop ADA Accessibility Project
Engineering Contract

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/143

Title: Authorize Mayor to execute in triplicate Professional Services Agreement with Wilber Smith Associates for the Transit Bus Stop American with Disabilities Act (ADA) Accessibility Project.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Transit Bus Stop ADA Accessibility Project Eng Serv
Contract 11 10 18, Transit Bus Stop ADA
Accessibility Project Eng Serv Contract 11 10 18
executed

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Bert Kuyrkendall	Approve	10/14/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Vice President Ware, seconded by Council Member Naylor, to Approve to Authorize Mayor to execute in triplicate Professional Services Agreement with Wilber Smith Associates for the Transit Bus Stop American with Disabilities Act (ADA) Accessibility Project. There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0162

Title

Authorize Mayor to execute in triplicate Professional Services Agreement with Wilber Smith Associates for the Transit Bus Stop American with Disabilities Act (ADA) Accessibility Project.

Summary

Transit Bus Stop ADA Accesibility Project Engineering Contract

Staff Recommendation

Authorize

Budget Information

Expenditure Type

FTA Grant

Purchasing Item

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
TRANSIT STOP ADA ACCESSIBILITY PROJECT**

THIS IS AN AGREEMENT made as of September 12, 2011 between THE CITY OF HATTIESBURG ("OWNER") and WILBUR SMITH ASSOCIATES, a wholly owned subsidiary of CDM, Inc. ("ENGINEER").

OWNER intends to make improvements to existing transit stops in the Transit Stop ADA Accessibility Project (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
- 2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as

applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.4 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which ENGINEER shall be entitled to rely upon.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or non conformance in ENGINEER's Services or in the work of any Contractor.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

- 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A.
- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable on receipt.
- 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

5.2 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost, as applicable to the Services, provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of

labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or when the Project will be constructed ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

5.4 Use of Documents

- 5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.
- 5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.
- 5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.
- 5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without

written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

- 5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.7 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.8 Successors and Assigns

- 5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- 5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- 5.8.3. Unless expressly provided otherwise in this Agreement:

- 5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- 5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.14 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost – ♦

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit N/A -- Contract is Lump Sum and includes all costs for performing the project. See Exhibit A.

6.1.9 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. N/A) of the Engineers Joint Contract Documents Committee.

6.1.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

This Agreement (consisting of Pages 1 to 9 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

By:
Title:
Date:

ENGINEER:



By: William R. Balentine, PE, PLS
Title: Principal
Date: September 12, 2011

Address for giving notices:

Address for giving notices:
Wilbur Smith Associates
210 E. Capitol St.
Suite 1256
Jackson, MS 39201
Telephone: 601.853.3705
Fax: 601.949.8940
E-mail: rbalentine@wilbursmith.com

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
(DESIGN AND CONSTRUCTION SERVICES)**

This is an exhibit attached to and made a part of the Agreement dated September 12, 2011, between the City of Hattiesburg (OWNER) and Wilbur Smith Associates, a wholly owned subsidiary of CDM, Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Design Phase

- 1.1.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen-division format of the Construction Specifications Institute).
- 1.1.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.1.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.1.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.1.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.1.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as follows:

Phase 1 – Scoping

WSA will visit the Hardy Street transit corridor with HCT and City Staff to assess the existing conditions of the sidewalk, sidewalk ramps and bus stop locations. WSA will assess the conditions of the existing facilities and develop a spreadsheet to address costs per section of improvements. This will allow HCT and WSA to determine which sites will be prioritized for the Design Phase.

Phase 2 - Design

Once the sites have been identified for design, topographic surveys will be conducted at these locations to begin developing the base for the design plans. The survey will include existing

sidewalks, curb and gutter, sidewalk ramps, roadways, utilities, property lines/right of way lines, and any other items that may affect the design.

Detailed construction plans will be developed to include all new sidewalks, sidewalk ramps, bus shelter pads, and any other amenities as required by HCT. All improvements will meet the standards of the City of Hattiesburg and ADA. Design elements may include retaining walls for cut and/or fill areas to meet slope requirements of ADA, storm drainage modifications as applicable, and encroachment agreements to construct within MDOT right of way. AASHTO guidelines will be used to determine the clear recovery and sight distance requirements for any improvements. WSA will develop preliminary designs to approximately 50 percent completion and submit to the city for review. Upon completion of the review, final plans and construction documents, including technical specifications, will be developed and submitted to the city for review. Cost estimates for the preliminary and final design will be prepared.

It is anticipated that all work will be performed within the existing right of way of Hardy Street and/or intersecting streets. However, if design elements require additional construction easements or right of way, WSA will coordinate this with the City and have the surveyor provide the appropriate plat mapping required for the city to negotiate with the adjacent property owner. This will be considered extra services.

1.2 Bidding or Negotiating Phase

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

- 1.2.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.2.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.2.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.2.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 1.2.5 The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 1.2 are amended and supplemented as follows:

Phase 3 - Bidding

WSA will assist the City of Hattiesburg in preparing bid documents, advertising, answering contractor questions, and opening the bids. A certified bid tabulation will be provided with a letter of recommendation. WSA will contact references of the recommended contractor to ensure the

company is in good standing and has performed similar work in a successful manner.

1.3 Construction Phase

During the Construction Phase:

1.3.1 General Administration of Construction Contract

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

1.3.2 Visits to Site and Observation of Construction

In connection with observations of the work of Contractor while in progress:

1.3.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.3. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.3.2.2 and other express or general limitations in this Agreement and elsewhere.

1.3.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply

with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 1.3.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Exhibit B.

1.3.3 Defective Work

During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.3.4 Clarifications and Interpretations; Field Orders

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

1.3.5 Change Orders and Work Change Directives

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

1.3.6 Shop Drawings

ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.3.7 Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.3.8 Inspections and Tests

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

1.3.9 Disagreements between OWNER and Contractor

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

1.3.10 Applications for Payment.

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

1.3.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.3.10.1 are expressly subject to the limitations set forth in paragraph 1.3.10.2 and other express or general limitations in this Agreement and elsewhere.

1.3.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.3.11 Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and

other data approved as provided under paragraph 1.3.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.3.12 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.3.13 Final Notice of Acceptability of the Work.

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.3.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.3.14 Limitation of Responsibilities.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.3.15 Duration of Construction Phase.

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

Phase 4 - Construction

WSA will assist the city in construction administration for this project. This will include holding a pre-construction meeting to review the project requirements, reviewing shop drawings/submittals, and performing periodic site visits to ensure that the project is completed in accordance with the design plans. WSA will process all payment applications and coordinate all activities with the contractor. Upon completion of the project, WSA will prepare as-built drawings for any field changes and prepare final close-out documentation. No Resident Project Representative will be provided for this project.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or

relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

- 2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;
- 2.1.3 Appropriate professional interpretation of all of the foregoing;
- 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
- 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
- 2.1.6 Property descriptions;
- 2.1.7 Zoning, deed and other land use restrictions; and
- 2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.6 Provide, as may be required for the Project:
 - 2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
 - 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
 - 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

- 2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.8 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.9 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- 2.10 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- 2.11 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.12 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.13 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

The OWNER's Responsibilities as set forth in this paragraph 2.0 are amended and supplemented as follows:

Topographic surveying will be provided by the ENGINEER.

All permitting fees will be provided by the Owner or be considered additional services.

Any plats or property easement exhibits required for recordation of easements or right-of-way will be extra services. These services will be provided to meet all local requirements.

No pre-bid meeting will be held for this project.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

- Complete Topographic Survey - Within three (3) weeks of Notice to Proceed
- Submit preliminary plans to HCT/City for Review - Within eight (8) weeks of Notice to Proceed
- Submit plans to MDOT for Review – Within three (3) weeks of receiving HCT/City comments
- Prepare Final Plans – Within three (3) of receiving MDOT/ HCT/City Comments
- Advertise Project – Within one (1) week of final approval.
- Open Bids – Within three (3) weeks of advertising.
- Award Bid – Within one (1) week of opening bids.
- Begin Construction/Pre-Construction Meeting – Within one (1) week of opening bids.
- Complete construction – Within sixty (60) days of pre-construction meeting.
- Project closeout – Within one (1) week of completed construction.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

WSA will provide the services described herein for 5 individual bus stop sites and miscellaneous sidewalk and ramp design for a lump sum fee of \$51,425.00; detailed in the attachment for budgetary purposes.

Additional services will be billed at the following rates:

Additional Services Surveying/Site Design/Construction Administration per site: \$5,600.00 per site

Additional Services Plat Maps for Easement/ROW: \$1,000.00 per site

Additional Services Permitting Fees: Actual Cost unless covered by Owner.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

Transit Stop ADA Accessibility Project

City of Hattiesburg, MS

September 2011

Wilbur Smith Associates

Task	Fee	
Site Design	\$26,905.00	
Survey	\$12,800.00	
Construction Administration	\$9,590.00	
Direct Expenses	\$2,130.00	
Subtotal	\$51,425.00	
Subconsultants		
Firm	Task	Fee
Subtotal		\$0.00
TOTAL		\$51,425.00

**Transit Stop ADA Accessibility Project
WSA Site Design Manhour Estimates**

WSA Shelter Site Design (Per Bus Stop, 5 Included in Estimate)

TASK	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICAL/ CADD	ADMIN SUPPORT	TOTAL (hours)
Site Visits	1	1				2
Prepare Base Mapping			1	2		3
Prepare Typical Cross Section	0.1		0.3	0.3		0.7
Shelter Design/Coordination	1	1		0.5		2.5
Site Grading and Drainage	0.5	1	2	1		4.5
MDOT Encroachment Agreement/Coord.	0.5	0.5				1
Utility Coordination	1		1.5	0.5		3
Retaining Wall Design	0.5	1	1	0.5		3
Hand Railing/Bollard Design		0.5		0.5		1
Quantities/Cost Estimates		0.5		0.5		1
Review Meetings	0.5	0.5				1
Sheet Revisions		1		1		2
Coordination	1.2	1		0.2		2.4
Specifications and Bid Package	0.2	0.5			1	1.7
General Administration/Project Management	2				2	4
TOTAL	8.5	8.5	5.8	7	3	32.8

WSA Miscellaneous Sidewalk/Ramp Design

TASK	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICAL/ CADD	ADMIN SUPPORT	TOTAL (hours)
Sidewalk/Ramp Design	12	16	24	32	1	85
TOTAL	12	16	24	32	1	85

WSA Construction Administration

TASK	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICAL/ CADD	ADMIN SUPPORT	TOTAL (hours)
Advertise/Bid Meetings	8				1	9
Construction Visits	16	24				40
Submittal Reviews	2	1				3
As-Built Drawings		2		4		6
Project Management	4				2	
Construction Administration	2	4			8	14
TOTAL	32	31	0	4	11	72

Hourly Rates (Includes labor, overhead and profit)	\$165.00	\$105.00	\$95.00	\$85.00	\$65.00	
						Totals
Shelter Design Totals \$	1,402.50	\$ 892.50	\$ 551.00	\$ 595.00	\$ 195.00	\$ 3,636.00
Sidewalk/Ramp Design Totals \$	1,980.00	\$ 1,680.00	\$ 2,280.00	\$ 2,720.00	\$ 65.00	\$ 8,725.00
Construction Administration Totals	\$5,280.00	\$3,255.00	\$0.00	\$340.00	\$715.00	\$9,590.00
	5 Shelter Sites Design					\$ 18,180.00
	Sidewalk/Ramp Design					\$ 8,725.00
	Design Total					\$ 26,905.00
	Construction Administration Total					\$9,590.00

**Transit Stop ADA Accessibility Project
WSA Survey Manhour Estimates Per Site**

WSA Survey Scope

TASK	CHIEF OF SURVEY	PARTY CHIEF	INSTRUMENT MAN	SURVEY TECH.	ADMIN SUPPORT	TOTAL (hours)
Topo Sites		40	40			80
Locate Property Boundaries/Rights of Way		24				24
Set GPS control points using VRS Network		8	8			16
Travel						0
Property Ownership research & review	16					16
Process Survey Field Notes				24		24
Prepare Plat Exhibit						0
Process & plot topographic survey				16		16
General Supervision & Administration	4					4
TOTAL	20	72	48	40	0	180

Hourly Rates (Includes labor, overhead and profit)	\$140.00	\$60.00	\$50.00	\$82.00	\$0.00	
Totals \$	2,800.00	\$ 4,320.00	\$ 2,400.00	\$ 3,280.00	\$ -	Totals \$ 12,800.00

Transit Stop ADA Accessibility Project
WSA Expenses Estimates

WSA Expenses

PHONE (Office and Cell)	-	=	\$	300.00
POSTAGE/FEDEX	-	=	\$	214.00

PLOTS

No. of Sets	Phase	Sheets	Sheet Total
5	Design Development	2 sheets =	20
5	Contract Document	2 sheets =	20
5	MDOT Encroachment (7 each)	2 sheets =	70
5	Bid Sets	2 sheets =	100
5	As Builts	2 sheets =	<u>10</u>
			220

PRINTING

Total Plan Sheets	220 x	\$2.50 /sheet =	\$	550.00
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COPIES

TOTAL COPIES	-	0.05 /sheet =	\$	250.00
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Mileage/Trips

Site Visits (2)	Trips	0.51 /mile=	\$	163.20
Meetings (2)	2	0.51 /mile=	\$	163.20
Construction Site Visits (6)	6	0.51 /mile=	\$	489.60

TOTAL \$ 2,130.00

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
TRANSIT STOP ADA ACCESSIBILITY PROJECT**

THIS IS AN AGREEMENT made as of September 12, 2011 between THE CITY OF HATTIESBURG ("OWNER") and WILBUR SMITH ASSOCIATES, a wholly owned subsidiary of CDM, Inc. ("ENGINEER").

OWNER intends to make improvements to existing transit stops in the Transit Stop ADA Accessibility Project (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
- 2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as

applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.4 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which ENGINEER shall be entitled to rely upon.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or non conformance in ENGINEER's Services or in the work of any Contractor.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

- 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A.
- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable on receipt.
- 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

5.2 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost, as applicable to the Services, provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of

labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or when the Project will be constructed ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

5.4 Use of Documents

- 5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.
- 5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.
- 5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.
- 5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without

written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

- 5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.7 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.8 Successors and Assigns

- 5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- 5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- 5.8.3. Unless expressly provided otherwise in this Agreement:

- 5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

- 5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.14 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost – ♦

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit N/A -- Contract is Lump Sum and includes all costs for performing the project. See Exhibit A.

6.1.9 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. N/A) of the Engineers Joint Contract Documents Committee.

6.1.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

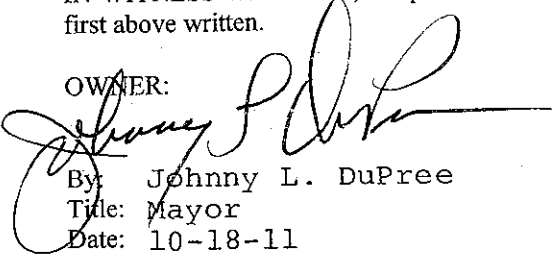
- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

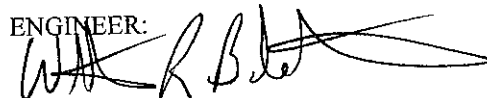
This Agreement (consisting of Pages 1 to 9 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:


By: Johnny L. DuPree
Title: Mayor
Date: 10-18-11

ENGINEER:


By: William R. Balentine, PE, PLS
Title: Principal
Date: September 12, 2011

Address for giving notices:

Address for giving notices:
Wilbur Smith Associates
210 E. Capitol St.
Suite 1256
Jackson, MS 39201
Telephone: 601.853.3705
Fax: 601.949.8940
E-mail: rbalentine@wilbursmith.com

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
(DESIGN AND CONSTRUCTION SERVICES)**

This is an exhibit attached to and made a part of the Agreement dated September 12, 2011, between the City of Hattiesburg (OWNER) and Wilbur Smith Associates, a wholly owned subsidiary of CDM, Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Design Phase

- 1.1.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen-division format of the Construction Specifications Institute).
- 1.1.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.1.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.1.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.1.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.1.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as follows:

Phase 1 – Scoping

WSA will visit the Hardy Street transit corridor with HCT and City Staff to assess the existing conditions of the sidewalk, sidewalk ramps and bus stop locations. WSA will assess the conditions of the existing facilities and develop a spreadsheet to address costs per section of improvements. This will allow HCT and WSA to determine which sites will be prioritized for the Design Phase.

Phase 2 - Design

Once the sites have been identified for design, topographic surveys will be conducted at these locations to begin developing the base for the design plans. The survey will include existing

sidewalks, curb and gutter, sidewalk ramps, roadways, utilities, property lines/right of way lines, and any other items that may affect the design.

Detailed construction plans will be developed to include all new sidewalks, sidewalk ramps, bus shelter pads, and any other amenities as required by HCT. All improvements will meet the standards of the City of Hattiesburg and ADA. Design elements may include retaining walls for cut and/or fill areas to meet slope requirements of ADA, storm drainage modifications as applicable, and encroachment agreements to construct within MDOT right of way. AASHTO guidelines will be used to determine the clear recovery and sight distance requirements for any improvements. WSA will develop preliminary designs to approximately 50 percent completion and submit to the city for review. Upon completion of the review, final plans and construction documents, including technical specifications, will be developed and submitted to the city for review. Cost estimates for the preliminary and final design will be prepared.

It is anticipated that all work will be performed within the existing right of way of Hardy Street and/or intersecting streets. However, if design elements require additional construction easements or right of way, WSA will coordinate this with the City and have the surveyor provide the appropriate plat mapping required for the city to negotiate with the adjacent property owner. This will be considered extra services.

1.2 Bidding or Negotiating Phase

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

- 1.2.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.2.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.2.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.2.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 1.2.5 The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 1.2 are amended and supplemented as follows:

Phase 3 - Bidding

WSA will assist the City of Hattiesburg in preparing bid documents, advertising, answering contractor questions, and opening the bids. A certified bid tabulation will be provided with a letter of recommendation. WSA will contact references of the recommended contractor to ensure the

company is in good standing and has performed similar work in a successful manner.

1.3 Construction Phase
During the Construction Phase:

1.3.1 General Administration of Construction Contract.

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

1.3.2 Visits to Site and Observation of Construction.

In connection with observations of the work of Contractor while in progress:

1.3.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.3. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.3.2.2 and other express or general limitations in this Agreement and elsewhere.

1.3.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply

with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 1.3.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Exhibit B.

1.3.3 Defective Work.

During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.3.4 Clarifications and Interpretations; Field Orders.

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

1.3.5 Change Orders and Work Change Directives.

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

1.3.6 Shop Drawings

ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.3.7 Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.3.8 Inspections and Tests.

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

1.3.9 Disagreements between OWNER and Contractor

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

1.3.10 Applications for Payment.

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

1.3.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.3.10.1 are expressly subject to the limitations set forth in paragraph 1.3.10.2 and other express or general limitations in this Agreement and elsewhere.

1.3.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.3.11 Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and

other data approved as provided under paragraph 1.3.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.3.12 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.3.13 Final Notice of Acceptability of the Work

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.3.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.3.14 Limitation of Responsibilities

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.3.15. Duration of Construction Phase

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

Phase 4 - Construction

WSA will assist the city in construction administration for this project. This will include holding a pre-construction meeting to review the project requirements, reviewing shop drawings/submittals, and performing periodic site visits to ensure that the project is completed in accordance with the design plans. WSA will process all payment applications and coordinate all activities with the contractor. Upon completion of the project, WSA will prepare as-built drawings for any field changes and prepare final close-out documentation. No Resident Project Representative will be provided for this project.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or

relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

- 2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;
- 2.1.3 Appropriate professional interpretation of all of the foregoing;
- 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
- 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
- 2.1.6 Property descriptions;
- 2.1.7 Zoning, deed and other land use restrictions; and
- 2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.6 Provide, as may be required for the Project:
 - 2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
 - 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
 - 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.8 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.9 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- 2.10 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- 2.11 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.12 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.13 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

The OWNER's Responsibilities as set forth in this paragraph 2.0 are amended and supplemented as follows:

Topographic surveying will be provided by the ENGINEER.

All permitting fees will be provided by the Owner or be considered additional services.

Any plats or property easement exhibits required for recordation of easements or right-of-way will be extra services. These services will be provided to meet all local requirements.

No pre-bid meeting will be held for this project.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

- Complete Topographic Survey - Within three (3) weeks of Notice to Proceed
- Submit preliminary plans to HCT/City for Review - Within eight (8) weeks of Notice to Proceed
- Submit plans to MDOT for Review – Within three (3) weeks of receiving HCT/City comments
- Prepare Final Plans – Within three (3) of receiving MDOT/ HCT/City Comments
- Advertise Project – Within one (1) week of final approval.
- Open Bids – Within three (3) weeks of advertising.
- Award Bid – Within one (1) week of opening bids.
- Begin Construction/Pre-Construction Meeting – Within one (1) week of opening bids.
- Complete construction – Within sixty (60) days of pre-construction meeting.
- Project closeout – Within one (1) week of completed construction.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

WSA will provide the services described herein for 5 individual bus stop sites and miscellaneous sidewalk and ramp design for a lump sum fee of \$51,425.00; detailed in the attachment for budgetary purposes.

Additional services will be billed at the following rates:

Additional Services Surveying/Site Design/Construction Administration per site: \$5,600.00 per site

Additional Services Plat Maps for Easement/ROW: \$1,000.00 per site

Additional Services Permitting Fees: Actual Cost unless covered by Owner.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

Transit Stop ADA Accessibitly Project

City of Hattiesburg, MS

September 2011

Wilbur Smith Associates

Task	Fee
Site Design	\$26,905.00
Survey	\$12,800.00
Construction Administration	\$9,590.00
Direct Expenses	\$2,130.00
Subtotal	\$51,425.00

Subconsultants

Firm	Task	Fee
Subtotal		\$0.00
TOTAL		\$51,425.00

WSA Shelter Site Design (Per Bus Stop, 5 Included in Estimate)

TASK	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICAL/ CADD	ADMIN SUPPORT	TOTAL (hours)
Site Visits	1	1				2
Prepare Base Mapping			1	2		3
Prepare Typical Cross Section	0.1		0.3	0.3		0.7
Shelter Design/Coordination	1	1		0.5		2.5
Site Grading and Drainage	0.5	1	2	1		4.5
MDOT Encroachment Agreement/Coord.	0.5	0.5				1
Utility Coordination	1		1.5	0.5		3
Retaining Wall Design	0.5	1	1	0.5		3
Hand Railing/Bollard Design		0.5		0.5		1
Quantities/Cost Estimates		0.5		0.5		1
Review Meetings	0.5	0.5				1
Sheet Revisions		1		1		2
Coordination	1.2	1		0.2		2.4
Specifications and Bid Package	0.2	0.5			1	1.7
General Administration/Project Management	2				2	4
TOTAL	8.5	8.5	5.8	7	3	32.8

WSA Miscellaneous Sidewalk/Ramp Design

TASK	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICAL/ CADD	ADMIN SUPPORT	TOTAL (hours)
Sidewalk/Ramp Design	12	16	24	32	1	85
TOTAL	12	16	24	32	1	85

WSA Construction Administration

TASK	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	TECHNICAL/ CADD	ADMIN SUPPORT	TOTAL (hours)
Advertize/Bid Meetings	8				1	9
Construction Visits	16	24				40
Submittal Reviews	2	1				3
As-Built Drawings		2		4		6
Project Management	4				2	
Construction Administration	2	4			8	14
TOTAL	32	31	0	4	11	72

Hourly Rates	\$165.00	\$105.00	\$95.00	\$85.00	\$65.00	
(Includes labor, overhead and profit)						Totals
Shelter Design Totals \$	1,402.50	\$ 892.50	\$ 551.00	\$ 595.00	\$ 195.00	\$ 3,636.00
Sidewalk/Ramp Design Totals \$	1,980.00	\$ 1,680.00	\$ 2,280.00	\$ 2,720.00	\$ 65.00	\$ 8,725.00
Construction Administration Totals	\$5,280.00	\$3,255.00	\$0.00	\$340.00	\$715.00	\$9,590.00
5 Shelter Sites Design						\$ 18,180.00
Sidewalk/Ramp Design						\$ 8,725.00
Design Total						\$ 26,905.00
Construction Administration Total						\$9,590.00

**Transit Stop ADA Accessibility Project
WSA Survey Manhour Estimates Per Site**

WSA Survey Scope

TASK	CHIEF OF SURVEY	PARTY CHIEF	INSTRUMENT MAN	SURVEY TECH.	ADMIN SUPPORT	TOTAL (hours)
Topo Sites		40	40			80
Locatate Property Boundaries/Rights of Way		24				24
Set GPS control points using VRS Network		8	8			16
Travel						0
Property Ownership research & review	16					16
Process Survey Field Notes				24		24
Prepare Plat Exhibit						0
Process & plot topographic survey				16		16
General Supervision & Administration	4					4
TOTAL	20	72	48	40	0	180

Hourly Rates (Includes labor, overhead and profit)	\$140.00	\$60.00	\$50.00	\$82.00	\$0.00	
Totals \$	2,800.00	\$ 4,320.00	\$ 2,400.00	\$ 3,280.00	\$ -	Totals \$ 12,800.00

**Transit Stop ADA Accessibility Project
WSA Expenses Estimates**

WSA Expenses

PHONE (Office and Cell)

= \$ 300.00

POSTAGE/FEDEX

= \$ 214.00

PLOTS

No. of Sets	Phase	Sheets	Sheet Total
5	Design Development	2 sheets =	20
5	Contract Document	2 sheets =	20
5	MDOT Encroachment (7 each)	2 sheets =	70
5	Bid Sets	2 sheets =	100
5	As Builts	2 sheets =	<u>10</u>
			220

PRINTING

Total Plan Sheets 220 x \$2.50 /sheet = \$ 550.00

COPIES

TOTAL COPIES 5000 0.05 /sheet = \$ 250.00

Mileage/Trips

	Trips		
Site Visits (2)	2	0.51 /mile=	\$ 163.20
Meetings (2)	2	0.51 /mile=	\$ 163.20
Construction Site Visits (6)	6	0.51 /mile=	\$ 489.60

TOTAL \$ 2,130.00



City of Hattiesburg, MS

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

Master

File Number: 2011-0150

File ID: 2011-0150

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 10/10/2011

Brief Title: Martin Luther King Blvd. Reconstruction Engineering Contract

Final Action: 10/18/2011

Minute Book Number: 2011-6/143

Title: Authorize Mayor to execute in duplicate Contract for Engineering Services with Shows, Dearman and Waits, Inc. for Martin Luther King Blvd. Reconstruction and Extension.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: SD&W Eng Contract 10 18 11, SD&W Eng Contract 10 18 11-executed

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Bert Kuyrkendall	Approve	10/14/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1	City Council	10/18/2011	Approve	Pass
	Action Text:	A motion was made by Vice President Ware, seconded by Council Member Naylor, to Approve to Authorize Mayor to execute in duplicate Contract for Engineering Services with Shows, Dearman and Waits, Inc. for Martin Luther King Blvd. Reconstruction.		
		There being no discussion, the motion received the affirmative vote of the Council as follows:		
		Yea: 5	President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor	
		TEL-No Vote:	0	

Text of Legislative File 2011-0150

Title

Authorize Mayor to execute in duplicate Contract for Engineering Services with Shows, Dearman and Waits, Inc. for Martin Luther King Blvd. Reconstruction and Extension.

Summary

Martin Luther King Blvd Reconstruction and Extension Engineering Contract

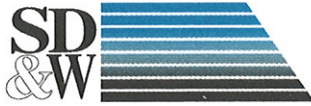
Staff Recommendation

Authorize

Budget Information

Expenditure Type

Purchasing Item



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.

PAUL J. SHOWS (1996)

September 29, 2011

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

Attn: Bert Kuyrkendall

Re: Martin Luther King Blvd Reconstruction
City of Hattiesburg

Bert:

Enclosed please find two (2) of the design engineering contracts for the above referenced project to be approved by the City. Please return the executed contracts to our office.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

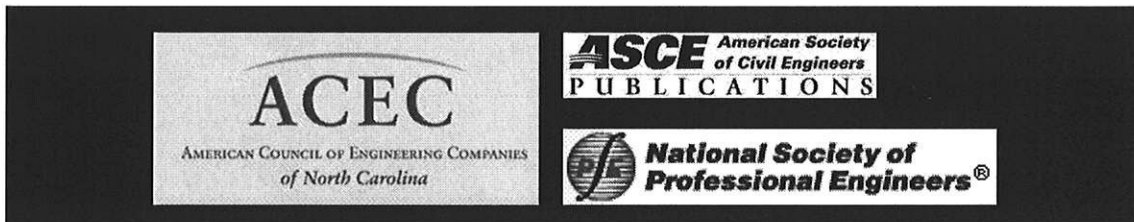
Enclosures

STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

**STANDARD FORM of AGREEMENT
BETWEEN OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 20__ (“Effective Date”)

between CITY of HATTIESBURG, (“OWNER”), and

SHOWS, DEARMAN & WAITS, Inc., (“ENGINEER”).

OWNER intends to: Develop plans and specifications for constructing widening and curb and gutter for Martin Luther King Boulevard between the intersections of Tuscan Avenue and Bowling (PHASE I) AND the extension of Martin Luther King Boulevard from Bowling to Helveston (PHASE II). Engineer shall also prepare MDOT paperwork as outlined in the MDOT project development manual. (“Project”).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

4.01 Termination

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

1. For cause,

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

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of

Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the

“Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1.	Preliminary Design Phase I	Lump Sum Amount of	<u>\$23,100.00</u>
2.	Final Design Phase I	Lump Sum Amount of	<u>\$15,400.00</u>
3.	Preliminary Design Phase II	Lump Sum Amount of	<u>\$36,360.00</u>
4.	Final Design Phase II	Lump Sum Amount of	<u>\$24,240.00</u>
5.		Lump Sum Amount of	<u>\$.</u>

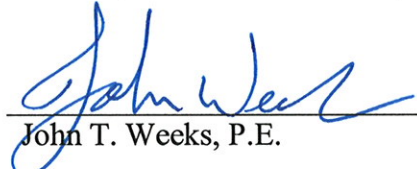
B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: **CITY of HATTIESBURG**

ENGINEER:  **SHOWS, DEARMAN & WAITS, Inc.**

By: _____
Johnny L. DuPree

By:  _____
John T. Weeks, P.E.

Title: Mayor

Title: Vice President

Date
Signed: _____

Date
Signed: 9/29/11

License or Certificate No. and State: 18912 - MS

Address for giving notices:

Address for giving notices:

P O Box 1898

P.O. Box 1711

Hattiesburg MS 39403-1898

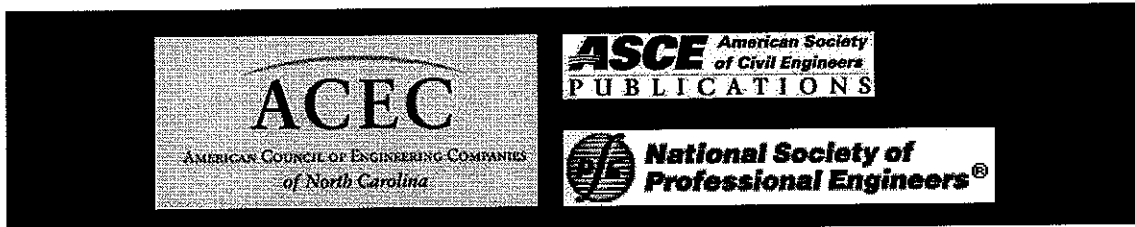
Hattiesburg, MS 39403-1711

STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
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AMERICAN CONSULTING ENGINEERS COUNCIL

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1015 15th Street N.W., Washington, DC 20005

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1801 Alexander Bell Drive, Reston, VA 20191-4400

**STANDARD FORM of AGREEMENT
BETWEEN OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

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

between CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: Develop plans and specifications for constructing widening and curb and gutter for Martin Luther King Boulevard between the intersections of Tuscan Avenue and Bowling (PHASE I) AND the extension of Martin Luther King Boulevard from Bowling to Helveston (PHASE II). Engineer shall also prepare MDOT paperwork as outlined in the MDOT project development manual. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

4.01 Termination

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

1. For cause,

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

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of

Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the

"Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

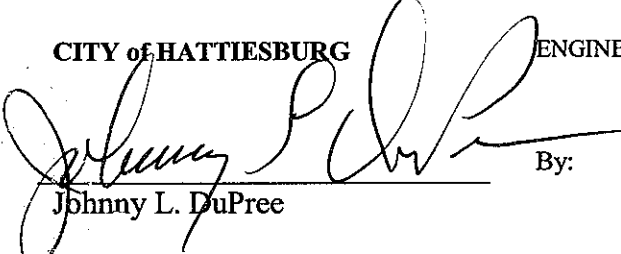
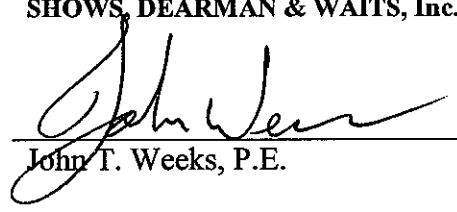
9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

- | | | |
|--------------------------------|--------------------|--------------------|
| 1. Preliminary Design Phase I | Lump Sum Amount of | <u>\$23,100.00</u> |
| 2. Final Design Phase I | Lump Sum Amount of | <u>\$15,400.00</u> |
| 3. Preliminary Design Phase II | Lump Sum Amount of | <u>\$36,360.00</u> |
| 4. Final Design Phase II | Lump Sum Amount of | <u>\$24,240.00</u> |
| 5. | Lump Sum Amount of | <u>\$.</u> |

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY of HATTIESBURG	ENGINEER:  SHOWS, DEARMAN & WAITS, Inc.
By:  Johnny L. DuFree	By:  John T. Weeks, P.E.
Title: <u>Mayor</u>	Title: <u>Vice President</u>
Date Signed: <u>10-18-11</u>	Date Signed: <u>9/29/11</u>
<u>Address for giving notices:</u>	<u>Address for giving notices:</u>
<u>P O Box 1898</u>	<u>P.O. Box 1711</u>
<u>Hattiesburg MS 39403-1898</u>	<u>Hattiesburg, MS 39403-1711</u>



City of Hattiesburg, MS

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

Master

File Number: 2011-0149

File ID: 2011-0149

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost: \$56,000.00

File Created: 10/10/2011

Brief Title: Engineering Contract for Long Leaf Trace

Final Action: 10/18/2011

Minute Book Number: 2011-6/143-144

Title: Authorize Mayor to Execute in duplicate Contract for Engineering Design Services with Shows, Dearman and Waits, Inc. for Long Leaf Trace Extension from Hutchinson to Main Street.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: 11 10 18 Long Leaf Trace, L ong Leaf Trace
Contract - executed

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Bert Kuyrkendall	Approve	10/13/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1	City Council	10/18/2011	Approve	Pass
	Action Text:	A motion was made by Vice President Ware, seconded by Council Member Naylor, to Approve to Authorize Mayor to Execute in duplicate Contract for Engineering Design Services with Shows, Dearman and Waits, Inc. for Long Leaf Trace Extension from Hutchinson to Main Street.		
		There being no discussion, the MOTION received the affirmative vote of the Council as follows:		
		Yea: 5	President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor	
		TEL-No Vote: 0		

Text of Legislative File 2011-0149

Title

Authorize Mayor to Execute in duplicate Contract for Engineering Design Services with Shows, Dearman and Waits, Inc. for Long Leaf Trace Extension from Hutchinson to Main Street.

Summary

Long Leaf Trace Extension from Hutchinson to Main Street

Staff Recommendation

Authorize

Budget Information

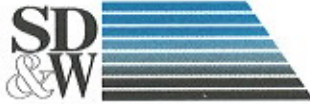
072201.7225.03

Expenditure Type

Grant

Purchasing Item

Regular Purchase



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.

PAUL J. SHOWS (1996)

September 29, 2011

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

Attn: Bert Kuyrkendall

Re: Long Leaf Trace Extension from Hutchinson to Main
City of Hattiesburg

Bert:

Enclosed please find two (2) of the design engineering contracts for the above referenced project to be approved by the City. Please return the executed contracts to our office.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

Enclosures

STANDARD FORM of AGREEMENT between OWNER and ENGINEER for PROFESSIONAL SERVICES

Prepared by

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American Society of Civil Engineers
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BETWEEN OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

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between CITY of HATTIESBURG, (“OWNER”), and

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OWNER intends to: Develop plans and specifications for constructing an eight foot (8') wide multi use path along the abandoned dummy line from the intersection of Hutchinson Avenue to the intersection of Main Street. Engineer shall also prepare MDOT paperwork as outlined in the MDOT project development manual. (“Project”).

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

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B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

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G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

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- | | | | |
|----|--------------------------|--------------------|--------------------|
| 1. | Preliminary Design Phase | Lump Sum Amount of | <u>\$33,600.00</u> |
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ENGINEER: **SHOWS, DEARMAN & WAITS, Inc.**

By: _____
Johnny L. DuPree

By: _____
John T. Weeks, P.E.

Title: Mayor

Title: Vice President

Date
Signed: _____

Date
Signed: 9/29/11

License or Certificate No. and State: 18912 - MS

Address for giving notices:

Address for giving notices:

P O Box 1898

P.O. Box 1711

Hattiesburg MS 39403-1898

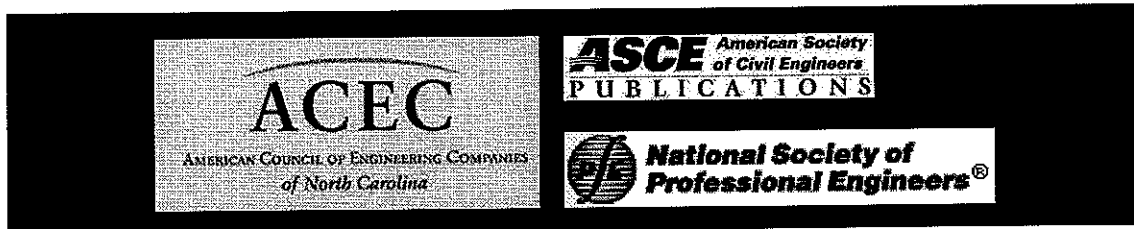
Hattiesburg, MS 39403-1711

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Prepared by

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b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and

said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

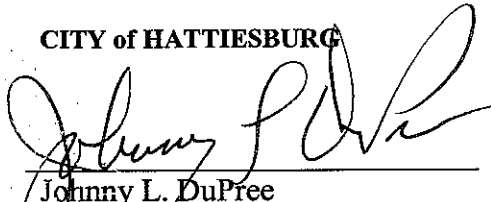
- | | | | |
|----|--------------------------|--------------------|--------------------|
| 1. | Preliminary Design Phase | Lump Sum Amount of | <u>\$33,600.00</u> |
| 2. | Final Design Phase | Lump Sum Amount of | <u>\$22,400.00</u> |
| 3. | | Lump Sum Amount of | <u>\$</u> |
| 4. | | Lump Sum Amount of | <u>\$</u> |
| 5. | | Lump Sum Amount of | <u>\$</u> |

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: **CITY of HATTIESBURG**

By:


Johnny L. DuFree

Title:

Mayor

Date

Signed: 10-18-11

Address for giving notices:

P O Box 1898

Hattiesburg MS 39403-1898

ENGINEER:



SHOWS, DEARMAN & WAITS, Inc.

By:


John T. Weeks, P.E.

Title:

Vice President

Date

Signed: 9/29/11

License or Certificate No. and State: 18912 - MS

Address for giving notices:

P.O. Box 1711

Hattiesburg, MS 39403-1711



City of Hattiesburg, MS

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

Master

File Number: 2011-0156

File ID: 2011-0156

Type: Regular Agenda Item

Status: Passed

Version: 3

Reference:

In Control: City Council

Requester:

Cost:

File Created: 10/11/2011

Brief Title: Western Beltway Agreement

Final Action: 10/18/2011

Minute Book Number: mb 2011-6/144

Title:

Authorize the Mayor to execute an agreement with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway in accordance with the Federal Highway Administration's guidelines for Planning and Environmental Linkage studies for an amount not to exceed \$247,326.64 (MDOT Project Number STPD-8776-00(044)LPA/105844-811000).

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Westernbeltway, Westernbeltway executed

Enactment Number:

Contact:

Meeting Date:

Drafter: Franklyn L. Tate

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
3	1		Franklyn Tate	Escalated	10/15/2011
3	2	10/13/2011	Eddie Myers	Approve	10/15/2011
3	3		Marilyn Schwandt - FYI	Notified - FYI	
3	4		Kermas Eaton - FYI	Notified - FYI	
3	5		Debbie Bernardo - FYI	Notified - FYI	
3	6		Connie Everett - FYI	Notified - FYI	
3	7		Verlina Underwood - FYI	Notified - FYI	
3	8		Michael Pope - FYI	Notified - FYI	
3	9	10/13/2011	Eddie Myers	Approve	10/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council	10/18/2011	Approve				Pass
Action Text: A motion was made by Council Member Delgado, seconded by Council Member Naylor, to Approve to Authorize the Mayor to execute an agreement with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway in accordance with the Federal Highway Administration's guidelines for Planning and Environmental Linkage studies for an amount not to exceed \$247,326.64 (MDOT Project Number STPD-8776-00(044)LPA/105844-811000). There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0							

Text of Legislative File 2011-0156

Title

Authorize the Mayor to execute an agreement with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway in accordance with the Federal Highway Administration's guidelines for Planning and Environmental Linkage studies for an amount not to exceed \$247,326.64 (MDOT Project Number STPD-8776-00(044)LPA/105844-811000).

Summary

Western Beltway feasibility study

Budget Information

not to exceed \$247,326.64 (MDOT Project Number STPD-8776-00(044)LPA/105844-811000).

Expenditure Type

Earmark

Purchasing Item

Publication Information

AGENDA ITEM INFORMATION FORM

TO: CITY CLERK'S OFFICE

FROM: Frankly L. Tate, Director of Federal and State Programs

DATE: October 18, 2011

RE: Agreement for Engineering Services for Western Beltway

The following information is needed to disburse this agenda item properly:

- a. Who and what department/division in City needs copies?
Franklyn L Tate, Federal and State Programs
Eddie Myers, City Clerk
Bert Kurykendal, City Engineer
- b. What outside agency needs a copy? The contact person? Phone number and address?
(Tate will deliver)

- c. If signatures are needed, by who, their address, etc.

- d. Other detailed instructions as to special publication requirements or dates, mailing instructions, deadlines, contact information, etc.

Other Information:

CITY OF HATTIESBURG
AGENDA ITEM
FACT SHEET

ITEM NO: _____
COUNCIL MEETING: 10/18/11

BRIEF TITLE: AUTHORIZATION
INTRODUCED BY: Mayor Johnny L. DuPree, Ph. D.
CONTACT PERSON: Franklyn L. Tate

TELEPHONE NO: 601-545-4590
SUMMARY EXPLANATION: Feasibility study for Western Beltway Project

EXHIBITS FOR REVIEW

RESOLUTION ☐ ORDINANCE ☐ CONTRACT ☐ MINUTES ☐ PLAN MAPS ☐
OTHER (SPECIFY): _____
AUTHORIZATION: COUNCIL PRESIDENT ☐ MAYOR ☐

STAFF RECOMMENDATION:(exact wording for agenda)

Authorize the Mayor to execute an agreement with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway in accordance with the Federal Highway Administration's guidelines for Planning and Environmental Linkage studies for an amount not to exceed \$247,326.64 (MDOT Project Number STPD-8776-00(044)LPA/105844-811000).

COUNCIL ACTION: MOTION BY: _____ SECOND BY: _____

VOTE: COUNCIL MEMBER	<u>YEA</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
BRADLEY	☐	☐	☐	☐
DELGADO	☐	☐	☐	☐
CARROLL	☐	☐	☐	☐
WARE	☐	☐	☐	☐
NAYLOR	☐	☐	☐	☐

ACTION TAKEN:
DISCUSSION:

PRELIMINARY ENGINEERING SERVICES CONTRACT

Feasibility Study for Proposed Western Beltway
Project No. *STPD-8776-00(004)LPA / 105844-811000*
Forrest County

THIS CONTRACT, is made and entered into by and between the *City of Hattiesburg, MS* a body Corporate of the State of Mississippi (the "LPA"), and, *Thompson Engineering, Inc.* (the "CONSULTANT"), a *Alabama* Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *31 Batson Street, Hattiesburg, MS 39401*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform *a feasibility study for the Western Beltway*, as provided for in Project No. *STPD-8776-00(004)LPA/105844-811000*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *July 31, 2013* CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following:

the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Forrest County*, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Forrest County*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting here from.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT’S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY OF HATTIESBURG:

For Contractual Matters:

Franklyn Tate
Director
Department of Federal and State Programs
City of Hattiesburg, MS
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 554-1006

For Technical Matters:

Bert Kuyrkendall, P.E.
Director
Engineering Department
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4540

THOMPSON ENGINEERING:

For Contractual Matters:

Donald W. Bates, Jr., R.P.G.
Area Vice President
100 Business Park Drive, Suite G
Ridgeland, MS 39157
Telephone: (601) 899-9252
Facsimile: (601) 899-9253

For Technical Matters:

Tim Bryan, P.E., PTOE
Senior Engineering Manager
31 Batson Street
Hattiesburg, MS 39401
Telephone: (601) 544-7866
Facsimile: (601) 899-9253

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # N/A
Surveyor # N/A

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E.#: 16336
Surveyor # N/A

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

CITY OF HATTIESBURG, MS

Chief Administrative Official
Mayor Johnny L. DuPree, Ph.D.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

THOMPSON ENGINEERING

BY: _____
Donald W. Bates, Jr., R.P.G.
Area Vice President

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

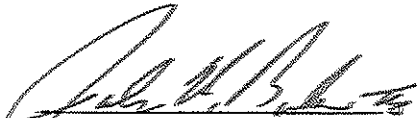
{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

**UNANIMOUS CONSENT IN WRITING BY
THE BOARD OF DIRECTORS OF THOMPSON ENGINEERING, INC.**

The undersigned, being all of the members of the Board of Directors of Thompson Engineering, Inc., an Alabama corporation (the "Company"), do hereby consent to and do hereby take the following actions and adopt the following resolution, pursuant to Section 10-2B-8.21 of the Alabama Business Corporation Act:

WHEREAS, the board of Directors desire to authorize Donald W. Bates, Jr. to sign the Feasibility Study for Western Beltway contract with the City of Hattiesburg.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned, being all the members of the Board of Directors of Thompson Engineering, Inc., by affixing their signatures below do hereby consent to and do hereby approve and authorize Donald W. Bates, Jr. to sign the above mentioned City of Hattiesburg Contract on behalf of Thompson Engineering, Inc.


John H. Baker, III


Emory E. Baya


Henry R. Scawell, III


James H. Shumock

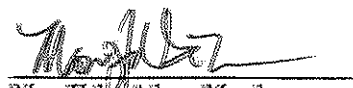

Mary Helen Adams-Morales

EXHIBIT 2

Scope of Work

Feasibility Study for Proposed Western Beltway
Project No. *STPD-8776-00(004)LPA / 105844-811000*
Forrest County

This project will study the feasibility of a new roadway connecting US 49 N at a point near Pep's Point Road to US 98 W at a point near Jackson Road. The project is being broken into the following tasks:

- Compilation of existing conditions, history of previous studies, and inputs from impacted parties
- Preparation of a purpose and need statement
- Determinations of travel forecasts, design and environmental considerations, and preliminary cost estimates of reasonably practical alternative improvements for up to 3 different alternatives.
 - Preparation of alternatives
 - Fatal flaw analyses
 - Financial feasibility of each alternative
- Public Involvement (Stakeholder) Meeting
 - Provide all necessary materials for the meeting
 - Provide notice of the meeting through local newspaper advertisement
 - Present project before the Boards of Supervisors of both Lamar and Forrest Counties
 - Coordinate with City of Hattiesburg media relations for other areas they wish for the project to be advertised
- Economic study of the benefits of alternative improvements, preliminary determination of economic justification and financial feasibility for up to 3 different alternatives
 - Due to cost restrictions, this task does not include the completion of an economic profile for the study area or the development of an analysis of travel efficiency benefits
- Public Involvement (Presentation of Findings) Meeting
 - Provide all necessary materials for the meeting
 - Provide notice of the meeting through local newspaper advertisement
 - Present project before the Boards of Supervisors of both Lamar and Forrest Counties
 - Coordinate with City of Hattiesburg media relations for other areas they wish for the project to be advertised
- Compilation of all data and incorporation into a Draft and then Final Report

Page 1 of 1

Figure 1 displays a sequence of 12 images illustrating the evolution of a pattern. The sequence starts with a noisy, textured field at the top. As the sequence progresses, a circular structure emerges and grows, eventually forming a well-defined ring. The bottom image shows a solid, dark circular disk.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at the following percentages of direct salary cost:

- | | | |
|---------------------------------------|-----------------------|--------------------|
| • Thompson Engineering: | 164.13% (FCCM: 0.99%) | (Prime Consultant) |
| • Wilbur Smith: | 168.95% (FCCM: 0.18%) | (Sub-Consultant) |
| • The Walker Associates: | 146.56% (FCCM: N/A) | (Sub-Consultant) |
| • SOL Engineering: | 132.67% (FCCM: N/A) | (Sub-Consultant) |
| • Pritchett Engineering and Planning: | 162.47% (FCCM: N/A) | (Sub-Consultant) |

. These rates shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of

the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be **\$25,656.12** which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$247,326.64** (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant LC & OH	Total
T.E. \$103,145.09	\$3094.00	\$11,051.26	\$343.89		\$106,239.09
	\$2264.00	\$7,152.18	\$39.86	W.S. \$66,753.71	\$69,017.71
	\$27.50	\$2301.28	N/A	TWA \$21,478.62	\$21,506.12
	\$1594.00	\$2556.25	N/A	SOL \$23,858.35	\$25,452.35
	\$890.00	\$2595.15	N/A	PE&P \$24,221.36	\$25,111.36
					\$247,326.64

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

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

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. STPD-8776-00(004)LPA IN FORREST COUNTY

CONSULTANT: THOMPSON ENGINEERING
31 BATSON STREET
HATTIESBURG, MS 39401

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

<u>PERIOD</u>	<u>ESTIMATE</u>	<u>CURRENT TO DATE</u>	<u>PREVIOUS</u>	<u>TOTAL ALLOWED</u>
DIRECT SALARIES		\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)		\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)		\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only		\$	\$	\$
** DIRECT COSTS		\$	\$	\$
PROJECT TOTAL		\$	\$	\$
AMOUNT DUE THIS INVOICE:		\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No.: STPD-8776-00(004)LPA
 County: Forrest

<u>Current Employee and Classification</u>	<u>Current Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.0	0.00	0.00	0.00
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 2011.

Thompson Engineering

BY: _____
Donald W. Bates, Jr., R.P.G.
Area Vice President

ATTEST: _____
My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 2011.

LPA: City of Hattiesburg, MS

Chief Administrative Official
Mayor Johnny L. DuPree, Ph.D.

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

135423

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Donald W. Bates, Jr., R.P.G. Area Vice President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 2011.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Cost Summary

HWY 49 N to HWY 98 W Feasibility Study - Western Beltway Planning Services

Prime Consultant	<i>Thompson Engineering</i>		
	Labor Costs	\$ 103,145.09	
	Direct Costs	\$ 3,094.00	
	Subtotal	\$ 106,239.09	42.95%

Subconsultant Costs	<i>Wilbur Smith</i>		
	Labor Costs	\$ 66,753.71	
	Direct Costs	\$ 2,264.00	
		\$ 69,017.71	27.91%

	<i>The Walker Associates</i>		
	Labor Costs	\$ 21,478.62	
	Direct Costs	\$ 27.50	
		\$ 21,506.12	8.70%

	<i>SOL Engineering</i>		
	Labor Costs	\$ 23,858.35	
	Direct Costs	\$ 1,594.00	
		\$ 25,452.35	10.29%

	<i>Pritchett Engineering & Planning</i>		
	Labor Costs	\$ 24,221.36	
	Direct Costs	\$ 890.00	
		\$ 25,111.36	10.15%

Subtotal	\$ 141,087.55	57.05%
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TOTAL COSTS	\$ 247,326.64
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NOTE: Back-up must also be provided for all Subconsultants

PRELIMINARY ENGINEERING SERVICES CONTRACT

Feasibility Study for Proposed Western Beltway
Project No. *STPD-8776-00(004)LPA / 105844-811000*
Forrest County

THIS CONTRACT, is made and entered into by and between the *City of Hattiesburg, MS* a body Corporate of the State of Mississippi (the "LPA"), and, *Thompson Engineering, Inc.* (the "CONSULTANT"), a *Alabama* Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *31 Batson Street, Hattiesburg, MS 39401*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform *a feasibility study for the Western Beltway*, as provided for in Project No. *STPD-8776-00(004)LPA/105844-811000*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *July 31, 2013* CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following:

the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Forrest County*, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Forrest County*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting here from.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY OF HATTIESBURG:

For Contractual Matters:

Franklyn Tate
Director
Department of Federal and State Programs
City of Hattiesburg, MS
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 554-1006

For Technical Matters:

Bert Kuyrkendall, P.E.
Director
Engineering Department
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4540

THOMPSON ENGINEERING:

For Contractual Matters:

Donald W. Bates, Jr., R.P.G.
Area Vice President
100 Business Park Drive, Suite G
Ridgeland, MS 39157
Telephone: (601) 899-9252
Facsimile: (601) 899-9253

For Technical Matters:

Tim Bryan, P.E., PTOE
Senior Engineering Manager
31 Batson Street
Hattiesburg, MS 39401
Telephone: (601) 544-7866
Facsimile: (601) 899-9253

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # N/A
Surveyor # N/A

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

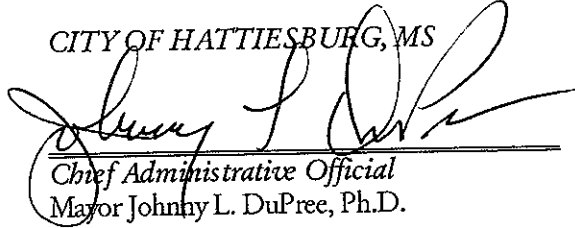
P.E.#: 16336
Surveyor # N/A

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 18 day of Oct., 2011.

CITY OF HATTIESBURG, MS


Chief Administrative Official
Mayor Johnny L. DuPree, Ph.D.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

THOMPSON ENGINEERING

BY: _____
Donald W. Bates, Jr., R.P.G.
Area Vice President

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

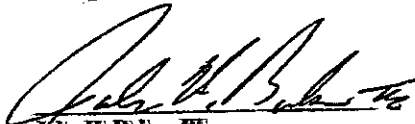
{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

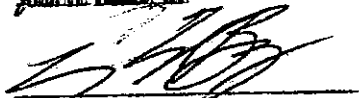
**UNANIMOUS CONSENT IN WRITING BY
THE BOARD OF DIRECTORS OF THOMPSON ENGINEERING, INC.**

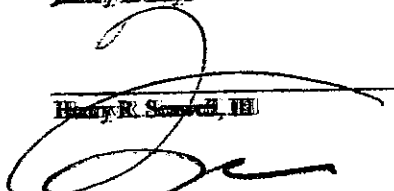
The undersigned, being all of the members of the Board of Directors of Thompson Engineering, Inc., an Alabama corporation (the "Company"), do hereby consent to and do hereby take the following action and adopt the following resolution, pursuant to Section 10-2B-8-21 of the Alabama Business Corporation Act:

WHEREAS, the Board of Directors desire to authorize Donald W. Bates, Jr. to sign the Feasibility Study for Western Railway contract with the City of Hattiesburg,

NOW, THEREFORE, BE IT RESOLVED, that the undersigned, being all the members of the Board of Directors of Thompson Engineering, Inc., by affixing their signatures below do hereby consent to and do hereby approve and authorize Donald W. Bates, Jr. to sign the above mentioned City of Hattiesburg Contract on behalf of Thompson Engineering, Inc.


John H. Bates, III


Henry E. Bates


Henry R. Samuel, III


Mary Helen Adams-Nibbelke

EXHIBIT 2

Scope of Work

Feasibility Study for Proposed Western Beltway
Project No. *STPD-8776-00(004)LPA / 105844-811000*
Forrest County

This project will study the feasibility of a new roadway connecting US 49 N at a point near Pep's Point Road to US 98 W at a point near Jackson Road. The project is being broken into the following tasks:

- Compilation of existing conditions, history of previous studies, and inputs from impacted parties
- Preparation of a purpose and need statement
- Determinations of travel forecasts, design and environmental considerations, and preliminary cost estimates of reasonably practical alternative improvements for up to 3 different alternatives.
 - Preparation of alternatives
 - Fatal flaw analyses
 - Financial feasibility of each alternative
- Public Involvement (Stakeholder) Meeting
 - Provide all necessary materials for the meeting
 - Provide notice of the meeting through local newspaper advertisement
 - Present project before the Boards of Supervisors of both Lamar and Forrest Counties
 - Coordinate with City of Hattiesburg media relations for other areas they wish for the project to be advertised
- Economic study of the benefits of alternative improvements, preliminary determination of economic justification and financial feasibility for up to 3 different alternatives
 - Due to cost restrictions, this task does not include the completion of an economic profile for the study area or the development of an analysis of travel efficiency benefits
- Public Involvement (Presentation of Findings) Meeting
 - Provide all necessary materials for the meeting
 - Provide notice of the meeting through local newspaper advertisement
 - Present project before the Boards of Supervisors of both Lamar and Forrest Counties
 - Coordinate with City of Hattiesburg media relations for other areas they wish for the project to be advertised
- Compilation of all data and incorporation into a Draft and then Final Report

ESTIMATED PROJECTIONS OF CHIEFLY WHITE AND BLACK TWO-PARTY PREFERENCE STUDY

[illegible]

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at the following percentages of direct salary cost:

• Thompson Engineering:	164.13% (FCCM: 0.99%)	(Prime Consultant)
• Wilbur Smith:	168.95% (FCCM: 0.18%)	(Sub-Consultant)
• The Walker Associates:	146.56% (FCCM: N/A)	(Sub-Consultant)
• SOL Engineering:	132.67% (FCCM: N/A)	(Sub-Consultant)
• Pritchett Engineering and Planning:	162.47% (FCCM: N/A)	(Sub-Consultant)

These rates shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of

the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be \$25,656.12 which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$247,326.64 (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant LC & OH	Total
T.E. \$103,145.09	\$3094.00	\$11,051.26	\$343.89		\$106,239.09
	\$2264.00	\$7,152.18	\$39.86	W.S. \$66,753.71	\$69,017.71
	\$27.50	\$2301.28	N/A	TWA \$21,478.62	\$21,506.12
	\$1594.00	\$2556.25	N/A	SOL \$23,858.35	\$25,452.35
	\$890.00	\$2595.15	N/A	PE&P \$24,221.36	\$25,111.36
					\$247,326.64

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

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

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. STPD-8776-00(004)LPA IN FORREST COUNTY

CONSULTANT: THOMPSON ENGINEERING
31 BATSON STREET
HATTIESBURG, MS 39401

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

<u>PERIOD</u>	<u>ESTIMATE</u>	<u>CURRENT TO DATE</u>	<u>PREVIOUS</u>	<u>TOTAL ALLOWED</u>
DIRECT SALARIES		\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)		\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)		\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only		\$	\$	\$
** DIRECT COSTS		\$	\$	\$
PROJECT TOTAL		\$	\$	\$
AMOUNT DUE THIS INVOICE:		\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No.: STPD-8776-00(004)LPA
 County: Forrest

<u>Current Employee and Classification</u>	<u>Current Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.0	0.00	0.00	0.00
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 2011.

Thompson Engineering

BY: _____
Donald W. Bates, Jr., R.P.G.
Area Vice President

ATTEST: _____
My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 2011.

LPA: City of Hattiesburg, MS

Chief Administrative Official
Mayor Johnny L. DuPree, Ph.D.

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

135423

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Donald W. Bates, Jr., R.P.G. Area Vice President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Cost Summary

HWY 49 N to HWY 98 W Feasibility Study - Western Beltway Planning Services

Prime Consultant

Thompson Engineering

Labor Costs

\$ 103,145.09

Direct Costs

\$ 3,094.00

Subtotal \$ 106,239.09 42.95%

Subconsultant Costs

Wilbur Smith

Labor Costs

\$ 66,753.71

Direct Costs

\$ 2,264.00

\$ 69,017.71 27.91%

The Walker Associates

Labor Costs

\$ 21,478.62

Direct Costs

\$ 27.50

\$ 21,506.12 8.70%

SOI Engineering

Labor Costs

\$ 23,858.35

Direct Costs

\$ 1,594.00

\$ 25,452.35 10.29%

Pritchett Engineering & Planning

Labor Costs

\$ 24,221.36

Direct Costs

\$ 890.00

\$ 25,111.36 10.15%

Subtotal \$ 141,087.55 57.05%

TOTAL COSTS

\$ 247,326.54

NOTE: Back-up must also be provided for all Subconsultants



City of Hattiesburg, MS

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

Master

File Number: 2011-0189

File ID: 2011-0189

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 10/13/2011

Brief Title: Housing Repair Grant Award-811 Bowling Street

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/144-145

Title:

Approve and authorize Mayor to execute in triplicate a Housing Repair Grant Award to Belle Lang of 811 Bowling Street in an amount not to exceed \$10,000.
{Entitlement}

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Grant Agreement B. Lang (\$10K-) 10.05.11, Grant Agreement B. Lang (\$10K-) 10.05.11 executed

Enactment Number:

Contact:

Meeting Date:

Drafter: Kevin Jordan

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/13/2011	Franklyn Tate	Approve	10/18/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7		Michael Pope - FYI	Notified - FYI	
1	8	10/13/2011	Eddie Myers	Approve	10/18/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Vice President Ware, seconded by Council Member Naylor, to Approve and authorize Mayor to execute in triplicate a Housing Repair Grant Award to Belle Lang of 811 Bowling Street in an amount not to exceed \$10,000 {Entitlement}. There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0189

Title

Approve and authorize Mayor to execute in triplicate a Housing Repair Grant Award to Belle Lang of 811 Bowling Street in an amount not to exceed \$10,000. {Entitlement}

Summary

Housing Repair Grant-811 Bowling Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**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 I, **Belle Lang of 811 Bowling Street**, 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 _____, 2011.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Belle Lang of 811 Bowling Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 18th day of October, 2011.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

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 I, Belle Lang of 811 Bowling Street, 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 _____, 2011.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Belle Lang of 811 Bowling Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 18th day of October, 2011.

City of Hattiesburg, Mississippi

Contractor

By: _____

Johnny L. DuFreee, Mayor

By: _____

Date: 10-18-11

Date: _____

Attest: _____

City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2011-0170

File ID: 2011-0170

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 10/11/2011

Brief Title: CHDO - Pinebelt Community Services

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/145

Title: Authorize Mayor to execute, in triplicate, HOME CHDO Grant Agreement between Pinebelt Community Services and the City of Hattiesburg for CHDO Set-Aside funds not to exceed \$110,761.28 for the development of affordable housing.{Entitlement}

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: 2011 CHDO AGREEMENT - PBCS 10-18-2011,
2011 CHDO AGREEMENT - PBCS 10-18-2011
executed, Exhibit A for Pinebelt Community Services
Agreement

Enactment Number:

Contact:

Meeting Date:

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/13/2011	Franklyn Tate	Approve	10/14/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/13/2011	Eddie Myers	Approve	10/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Council Member Delgado, seconded by Council Member Naylor, to Approve to Authorize Mayor to execute, in triplicate, HOME CHDO Grant Agreement between Pinebelt Community Services and the City of Hattiesburg for CHDO Set-Aside funds not to exceed \$110,761.28 for the development of affordable housing.{Entitlement}. There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0170

Title

Authorize Mayor to execute, in triplicate, HOME CHDO Grant Agreement between Pinebelt Community Services and the City of Hattiesburg for CHDO Set-Aside funds not to exceed \$110,761.28 for the development of affordable housing.{Entitlement}

Summary

CHDO Agreement with Pinebelt Community Services

Budget Information

Expenditure Type

Purchasing Item

CONTRACT BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

PINEBELT COMMUNITY SERVICES

THIS AGREEMENT, entered this the 18th day of October, 2011, by and between the City of Hattiesburg, (herein called the "City") and Pinebelt Community Services, (herein called the "CHDO").

WHEREAS, the City has applied for and received funds from the United States Government under the Housing and Community Development Act of 1974, Public Law 93-383 and the HOME Investment Partnerships Act Cranston-Gonzales National Affordable Housing Act (NAHA);

WHEREAS, the City wishes to assist the CHDO designating HOME Investment Partnerships Program (herein called "HOME") funds to expedite the development of housing beneficial to persons of low to moderate incomes;

NOW, THEREFORE, it is agreed between the parties hereto that: I.

PROVISIONS

The CHDO is a private nonprofit, community-based service organization designated by the City and has obtained staff with the capacity to develop affordable housing that will benefit low- to moderate- income residents of Hattiesburg.

A. Requirements

The CHDO shall be responsible for implementing HOME Fund allocations in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds, specifically those indicated in 24 CFR Part 92, HOME Investment Partnerships Program Final Rule.

Activities are designed to increase affordable housing, provide safer and healthier places to live and promote economic development and community pride.

Activities using HOME funds will be performed in areas defined by designated census tracts consisting of families with incomes below 80 percent of the area median income.

B. Set-Aside Role

The CHDO is a "Developer," owning property and develops affordable housing, or has a contractual obligation to a property to develop affordable housing.

II. PROJECT DESCRIPTION

The CHDO shall develop a minimum of three (3) housing units for low- to moderate-income homebuyers by rehabilitating and selling affordable, housing units. Such activity may include the acquisition of units that are to be rehabilitated and sold 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 housing units, some, or all of which the CHDO may already own. Details of proposed purchase, rehabilitation, funding, and timeline are outlined in Exhibit "A" attached hereto.

It is expressly agreed and understood that the total amount of HOME funds, designated for CHDO Set-Aside, to be paid by the City shall not exceed one hundred, ten thousand, seven hundred, sixty-one dollars, twenty-eight cents (\$110,761.28).

It is the intent of the City of Hattiesburg to promote the development of owner-occupied affordable housing. However, in the event that market or economic conditions create a temporary obstacle in qualifying a homebuyer, the CHDO may establish a lease-purchase (lease-to-own) agreement with an individual that intends to purchase the property and that the CHDO has reason to believe will be able to qualify and secure necessary financing within 18 months.

Appraisals must be conducted before and after rehabilitation as necessary in order to determine the percentage of the purchase price that is attributable to CHDO Set-Aside funds and non-Set-Aside funds for each unit. This percentage will be used to determine the percentage of each lease-purchase payment, after deducting taxes and insurance that is attributable to CHDO Set-Aside and non-Set-Aside funds.

Prior to establishing a lease-purchase agreement, the CHDO must verify that the applicant qualifies as a low- to moderate-income person according to HUD's guidelines. The agreed upon purchase price, as well as the monthly lease-purchase payment amount must be comparable to the market rates for affordable housing.

The full amount paid monthly by the lessee, minus documented costs for taxes and insurance, must be applied to the lessee-purchaser's previously identified purchase price. The CHDO should establish in its lease-purchase agreement with any lessee-purchaser its ability to raise or lower the monthly lease amount as necessary to ensure that an adequate amount is available with which to pay taxes and insurance. Until such time that the lessee-purchaser closes on the property and becomes the homeowner, the CHDO is responsible to keep taxes and insurance current, using the amount deducted from the lease payment as described herein.

In the event that an individual who has entered into a lease-purchase agreement with the CHDO is unable to qualify, unable to secure necessary financing, vacates the property, or in any other way retracts their intention to purchase the property, the CHDO may enter into a similar agreement with another individual given that there is still a market or economic obstacle in more immediately identifying and qualifying a homebuyer.

In the event that the CHDO must enter into agreements with a second or any other subsequent lessee-purchaser, the lease payment, minus the documented costs for taxes and insurance, and minus the amount of the non-Set-Aside funds attributable to the payment must be documented and reported to the City as Program Income. Any Program Income must be used as required according to 24 CFR Part 92 for eligible CHDO activities. Failure to properly document, report, or use Program Income as required may result in the City recapturing the funds. Changes in purchase price from one lease-purchase agreement to any subsequent agreement for the same property must be justified and documented by changes in market conditions, comparable sales, appraised value, etc. Any or all amounts paid by previous lessees may not be used to reduce the purchase price for any subsequent purchaser, whether they are a lease-purchaser or a direct homebuyer.

It is the intent of the City of Hattiesburg to promote the development of owner-occupied affordable housing. While Rental-Rehabilitation is an eligible CHDO activity in general, it is not a part of the City's Action Plan. The City's intent in this agreement is to acknowledge the challenges that the CHDO faces in more immediately indentifying and qualifying eligible homebuyers, and allow the use of lease-purchase agreements as an additional tool for the CHDO to use in developing owner-occupied affordable housing.

III. USE OF FUNDS

The HOME funds contracted under this Agreement shall be used for acquisition, rehabilitation and/or repair costs and other eligible activities with prior approval by the City of Hattiesburg. The CHDO shall adhere to the budget outlined in Exhibit "A". The CHDO shall submit a detailed description of tasks to be performed, a schedule for completion of task and performance deadlines that include a timetable with major milestones and measurable accomplishments as detailed in Exhibit "A" attached hereto.

IV. TERM OF CONTRACT

Provided that the CHDO remains designated as a CHDO certified by the City, services of the CHDO shall cover the time period from October 18, 2011 until December 31, 2012, or until the HOME funds contracted under this agreement are disbursed and Close-Out procedures are completed as outlined in this document. The City reserves the right to terminate this Contract or to reduce the contract compensation amount if the CHDO fails to comply with all rules and regulations spelled out in the contract.

This agreement shall be in effect, at a minimum, until all housing units indicated in Section II, Project Description have been completed and purchased by the homeowner.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The CHDO agrees to have financial accountability that conforms to 24 CFR Part 84.21,

"Standards of Financial Management Systems," and agrees to adhere to the accounting principles and procedures, utilize adequate internal controls, and maintain the necessary source documentation for all costs incurred as required in OMB Circular A-122.

B. Cost Principles

The CHDO shall administer its program in conformance with OMB Circulars A122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; [and if the CHDO is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 84, "Uniform" Administrative Requirements], for all costs incurred whether charged on a direct or indirect basis.

VI. FEDERAL PROGRAM REQUIREMENTS

A. Non-discrimination and Equal Access

No person shall on the grounds of race, color, national origin, religion or sex be excluded, denied benefits or subjected to discrimination under any program funded in whole or in part by HOME funds. The CHDO shall take measures to ensure nondiscriminatory treatment, outreach and access to program resources.

The CHDO and activities performed by the CHDO will comply with all of the federal laws, executive orders and regulations pertaining to discrimination and equal access that are listed by category and follow below.

1. Fair Housing and Equal Opportunity: The CHDO agrees to comply with any federal regulations issued pursuant to compliance with Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.)/24 CFR Part 1, The Fair Housing Act (42 U.S.C. 3601-3620)/24 CFR Part 100-115, Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)/24 CFR Part 107 and the Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101)/24 CFR Part 146.

2. Handicapped Accessibility: The CHDO will adhere to applicable regulations governing the accessibility of federally-assisted buildings, facilities and programs. Regulations governing handicapped accessibility include the American with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), Fair Housing Act (42 U.S.C. 3601-19)/24 CFR 100.205, and Section 504 of the Rehabilitation Act of 1973.

B. Minority Outreach

The CHDO will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As

used in this contract, the term "minority and female business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

C. Employment and Contracting Requirements

The CHDO must comply with the following regulations to ensure equal opportunity for employment and contracting.

1. Equal Opportunity - Equal Employment Opportunity, Executive Order 11246, as amended (41 CFR Part 60), Section 3 of the Housing and Urban Development Act of 1968, and Executive Orders 11625, 12432 and 12138 (24 CFR 85.36(e)) concerning Minority/Women's Business Enterprise.
2. Labor Requirements - The CHDO must comply with the following regulations concerning wage and labor standards: Davis Bacon and Related Acts (40 USC 276(A)-7), Contract Work Hours and Safety Act, as amended (40 USC 327-333), Copeland (Anti-Kickback) Act (40 USC 276c) and the Fair Labor Standards Act of 1938, As Amended (29 USC 201, e. seq.).
3. EEO/AA Statement - The CHDO will, in all solicitations or advertisements for employees placed by or on behalf of the CHDO, state that it is an Equal Opportunity or Affirmative Action employer. Contracts that exceed \$10,000 must include EEO Executive Order 11246, as amended.
4. Independent Contractor - Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CHDO shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the CHDO is an independent CHDO.

D. Workers' Compensation

In accordance with any and all Federal and/or State regulations, the CHDO shall provide Workers' Compensation Insurance coverage or other acceptable coverage for all employees involved in the performance of this contract.

E. Insurance and Bonding

The CHDO shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Environmental Requirements

The CHDO agrees to undertake environmental reviews in accordance to 24 CFR 58. The CHDO will establish and maintain a written Environment Review Record (ERR) and review housing activities to the extent possible.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by [the participating jurisdiction, insular area or state recipient] of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the [participating jurisdiction, insular area or state recipient's] determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

G. Relocation, Acquisition and Displacement

The CHDO agrees that no HOME funds will be granted or loaned for the acquisition of real property that would cause the displacement of persons, businesses, and non-profit organizations. The CHDO agrees to comply with 24 CFR 92.353, applicable city ordinances, resolutions, and policies concerning the displacement of individuals from their residences.

H. Lead-Based Paint

The CHDO agrees to comply with regulations 24 CFR Part 35, et al.- Final Rule, 40 CFR Part 745 - Final Rule, and Section 8 Conforming Rule at 24 CFR Part 982.401(j) insuring that all units in a project assisted with HOME funds comply with the regulations implementing the Lead Based Paint Poisoning Prevention Act of 1971. In accordance to Title X of Section 1018 the CHDO will disclose the known presence of lead based-paint and provide prospective buyers or tenants with records and reports of any lead- based paint testing.

I. Conflict of Interest

The CHDO agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The CHDO further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the CHDO hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or Operating Agencies which are receiving funds under the HOME Entitlement program.

VII. AFFIRMATIVE MARKETING

The CHDO will submit to the City adopted affirmative marketing procedures and requirements that will be used to inform the public, owners, and potential tenants about fair housing, describing what the CHDO will do to affirmatively market housing assisted with HOME funds, describing what the CHDO will do to inform persons not likely to apply for housing without special outreach, maintaining records documenting actions taken to affirmatively market HOME assisted housing units and to assess marketing effectiveness, and describing how efforts will be assessed and the corrective actions that will be taken.

VIII. REQUEST FOR DISBURSEMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed one hundred thousand dollars (\$100,000) and eighteen thousand, six-hundred, thirty-seven dollars, sixty cents (\$18,637.60) for Set-Aside and Operating, respectively. The City will pay to the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with any approved budget and City policy concerning payments. Draw-downs for the payment of eligible expenses shall be made against the line items specified, in accordance with performance. Payments shall be made for eligible expenses actually incurred by the CHDO, not to exceed actual cash requirements. Funds are requested by submitting the Request for Funds form and the Request for Funds Support Sheet provided as Exhibit "B" to the City of Hattiesburg. Funds requested prior to the completion of work indicated in the Request for Funds forms will not be accepted for payment. Request for Funds submitted prior to submitting the proper reports found in Section IX-B "Records, Reports and Monitoring" will not be accepted for payment. All forms must be accurately completed or the request cannot be processed.

Payments will be adjusted by the City in accordance with HOME funds and program income balances available in CHDO accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City of Hattiesburg.

Payments may be contingent upon certification of the CHDO's financial management system in accordance with the standards specified in OMB Circular A-122 and certain provisions of 24 CFR Part 84.

IX. RECORDS, REPORTS AND MONITORING

A. Records

1. Records to be Maintained

The CHDO shall maintain all records required by the federal regulations specified in 24 CFR Part 92, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

a) Records demonstrating compliance with the written agreements

required by 24 CFR Part 92.504;

- b) Records demonstrating compliance with applicable uniform administrative requirements required by 24 CFR Part 92.505;
- c) Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns required to determine the eligibility of activities;
- d) Records required to document the acquisition improvement, use redispotion of real property acquired or improved with assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- f) Records documenting compliance with affirmative marketing procedures and requirements of 24 CFR Part 92.351 the fair housing and equal opportunity components of the HOME program;

g) Financial records as required by CFR 24 Part 84, and OMB Circular A-122; and

h) Other records necessary to document compliance with CFR 24 Part 92.508.

See the Guidebook, Monitoring HOME Program Performance, as adopted by the Hattiesburg City Council and on file with the City Clerk (MB2001-3/97-98).

2. Retention of Records

The shall comply with period of record retention requirements in 24 CFR 92.508 (c). The CHDO shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment, if applicable. For homeownership housing project, records are retained for five (5) years after the project completion date, except documents for imposing recapture/resale restrictions which must be retained for five (5) years after the affordability period terminates.

3. Access/Disclosure of Records

Citizens, public agencies, and other interested parties must be provided with reasonable access to records, consistent with applicable state and City laws

regarding privacy and obligations of confidentiality. The City, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, and the State of Mississippi and any of their representatives, have the right of access to any pertinent books, documents, papers, or other records of the CHDO in order to make audits, examinations, excerpts, and transcripts.

4. Close-Outs

CHDO obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records.

5. Audits and Inspections

All CHDO records with respect to any matters covered by this Agreement shall be made available to the City of Hattiesburg, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CHDO within 30 days after receipt by the CHDO. Failure of the CHDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CHDO hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning CHDO audits, if required by federal regulations. Audits of the CHDO will be conducted in accordance with 24 CFR Parts 44 and 45, as applicable.

6. Budget

The CHDO will submit a detailed contract budget covering proposed use of HOME funds, of a form and content prescribed by the City. The City and the CHDO may agree to revise the budget from time to time in accordance with existing City policies allowing line-item revisions that would not require a formal amendment.

7. Indirect Costs

If indirect costs are charged, the CHDO will develop an in-direct cost allocation plan for determining the appropriate CHDO share of administrative costs and shall submit such plan to the City for approval.

B. Reports

To ensure production and accountability, ensure compliance with HOME and other federal requirements, and evaluate organizational and project performance, the CHDO will provide the City with quarterly Progress Reports, quarterly Reporting Worksheets, and annual Financial Summary Reports. The Guidebook, Monitoring HOME Program Performance, on file in the City of Hattiesburg's City Clerk (MB2001-3/97-98), describes in detail report requirements and monitoring procedures.

C. Performance Monitoring

The City shall monitor the performance of the CHDO as prescribed by HUD.

The City shall monitor the performance of the CHDO against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the CHDO within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

X. ENFORCEMENT OF THE AGREEMENT

The City may suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the CHDO ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in non-compliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the CHDO is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

XI. PROJECT ACTIVITY REQUIREMENTS

A. Affordability Requirements:

HOME assisted housing developed by the CHDO must meet the affordability requirement for not less than the applicable period specified in 24 CFR Part 92.254 (a)(4).

B. Property Standards:

All HOME-funded projects must meet state and local codes and ordinances. New Construction must also comply with Model Energy Code and handicapped accessibility requirements, where applicable. In addition, all inspections must be

completed and conform to City of Hattiesburg Building Regulations.

C. Resale Provisions:

The CHDO will impose resale requirements as defined in 24 CFR Part 92.254

(a)(5)(i) to ensure affordability requirements.

D. Project Proceeds:

The CHDO is authorized to retain proceeds generated from the CHDO's housing development activity. The CHDO may retain project proceeds for future low-income housing activities, which include homebuyer counseling, operational support, and additional development of affordable homeownership housing.

XII. CLOSEOUT REQUIREMENTS

A. Criteria

A final closeout will be issued for HOME funds awarded to the CHDO from each individual Federal fiscal year when the following criteria have been met:

- 1) All funds to be closed out have been drawn down and expended for completed project costs;
- 2) The CHDO shall remit to the City the amount of any costs which are disallowed by subsequent audit(s) and which disallowances are sustained by the City.
- 3) The CHDO has been reviewed and audited and the City has determined that all requirements except affordability, have been met and all monitoring and audit findings have been resolved;
- 4) The CHDO's most recent audit report has been received by the City. If the audit does not cover all funds to be closed out, the closeout may proceed, provided the CHDO agrees in the Closeout Report that any costs paid with the funds that were not audited must be subject to the CHDO's next single audit and that the CHDO may be required to repay to the City any disallowed costs based on the results of the audit; and
- 5) The on-site monitoring of the CHDO by the City must include verification of data reflected in the Closeout Report and reconciliation of any discrepancies determined.

B. Closeout Report

The CHDO will submit to the City the Closeout. Report. The Closeout Report will contain the final data on funds and must be signed by the CHDO and the City. In

addition, the report must contain a provision regarding unaudited funds; and a provision requiring the CHDO to continue to meet requirements applicable to housing projects for the period of affordability, to keep records demonstrating that the requirement has been met and to repay the HOME funds, as required by 24 CFR 92.503, if housing fails to remain affordable for the required period.

The CHDO will submit to the City its subsequent audit or audits as part of the Closeout Report. Audits shall comply with federal and state requirements and shall cover all periods in which any HOME funds have been incurred.

XIII. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

The CHDO agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j). The CHDO agrees to comply with 24 CFR Part 92.257.

XIV. GENERAL CONDITIONS

A. General Compliance

The CHDO agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations and policies issued pursuant to these regulations. The CHDO agrees to comply with applicable federal, state and local laws and regulations governing the HOME funds provided under this contract. The CHDO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Hold Harmless

The CHDO shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charge and judgments whatsoever that arise out of the CHDO's performance or nonperformance of the services or subject matter called for in this agreement,

C. Grantor Recognition

The CHDO shall insure recognition of the role of the grantor agency providing services through this contract. All equipment, facilities and items utilized in this contract shall be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

D. Amendments

The City or CHDO may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of the CHDO and approved by the Hattiesburg City Council and executed by the Mayor. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the CHDO from its obligations under this Agreement.

The City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the CHDO.

E. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88352) and 24 CFR 470, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The CHDO, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

F. Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this agreement shall, at the option of the City, become the property of the City, and the CHDO shall be entitled to receive just and equitable compensation for any work completed on such documents or material prior to termination and prior to transfer of the same to the City.

XV. PERSONNEL and PARTICIPANT

CONDITIONS

A. CHDO Designation

The CHDO certifies that it is a private nonprofit, community based organization that is a certified Community Housing Development Organization.

B. Civil Rights

The CHDO agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

C. Affirmative Action

1. Approved Plan

The CHDO agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.

2. Notifications

The CHDO will send to each labor union or representative of workers if it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CHDO's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Subcontract Provisions

The CHDO will include the provisions of Paragraphs XV, B, Civil Rights, and C, Affirmative Action, in every subcontract specifically or by reference, so that such provisions will be binding upon all parties.

D. Employment Restrictions

1. Prohibited Activity

The CHDO is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

The CHDO agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the

conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act),

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

4. "Section 3" Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the CHDO and any party. Failure to fulfill these requirements shall subject the City, the CHDO and any party, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The CHDO certifies and agrees that no non-contractual or other disability exists which would prevent compliance with these requirements. The CHDO further agrees to comply with these Section 311 requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in areas of the project." The CHDO certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

a) Notifications

The CHDO agrees to send each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

b) Subcontracts

The CHDO will include Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the CHDO is in violation of regulations issued by the City. The CHDO will not subcontract with any party where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the party has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Procurement

1. Compliance

The CHDO shall maintain inventory records of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (i.e., unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract for cause or, in the event the CHDO's agency ceases to exist. The CHDO procurement process shall comply with applicable federal uniform administrative requirements in regard to any and all funds received.

2. OMB Standards

The CHDO shall procure materials in accordance with the requirements of 24 CFR Part 84.21.

F. Contract

1. Assignability

The CHDO shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the CHDO from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice to any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The CHDO must ensure that subcontractors comply with all requirements contained herein.

b) Monitoring

The CHDO will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.

c) Content

The CHDO shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d) Selection Process

The CHDO shall maintain written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of this award.

G. Copyright

If this contract results in any copyrightable material, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

IN WITNESS WHEREOF, the Parties have executed and dated this contract.

City of Hattiesburg, Mississippi Pinebelt Community Services

By: _____ By: _____
Johnny L. DuPree, Mayor

Date: _____ Date: _____

Attest: _____ Attest: _____

Date: _____ Date: _____

CONTRACT BETWEEN
THE CITY OF HATTIESBURG, MISSISSIPPI
AND
PINEBELT COMMUNITY SERVICES

THIS AGREEMENT, entered this the **18th day of October, 2011**, by and between the **City of Hattiesburg**, (herein called the "City") and **Pinebelt Community Services**, (herein called the "CHDO").

WHEREAS, the City has applied for and received funds from the United States Government under the Housing and Community Development Act of 1974, Public Law 93-383 and the HOME Investment Partnerships Act Cranston-Gonzales National Affordable Housing Act (NAHA);

WHEREAS, the City wishes to assist the CHDO designating HOME Investment Partnerships Program (herein called "HOME") funds to expedite the development of housing beneficial to persons of low to moderate incomes;

NOW, THEREFORE, it is agreed between the parties hereto that: **I.**

PROVISIONS

The CHDO is a private nonprofit, community-based service organization designated by the City and has obtained staff with the capacity to develop affordable housing that will benefit low- to moderate- income residents of Hattiesburg.

A. Requirements

The CHDO shall be responsible for implementing HOME Fund allocations in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds, specifically those indicated in 24 CFR Part 92, HOME Investment Partnerships Program Final Rule.

Activities are designed to increase affordable housing, provide safer and healthier places to live and promote economic development and community pride. Activities using HOME funds will be performed in areas defined by designated census tracts consisting of families with incomes below 80 percent of the area median income.

B. Set-Aside Role

The CHDO is a "Developer," owning property and develops affordable housing, or has a contractual obligation to a property to develop affordable housing.

II. PROJECT DESCRIPTION

The CHDO shall develop a minimum of three (3) housing units for low- to moderate-income homebuyers by rehabilitating and selling affordable, housing units. Such activity may include the acquisition of units that are to be rehabilitated and sold 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 housing units, some, or all of which the CHDO may already own. Details of proposed purchase, rehabilitation, funding, and timeline are outlined in Exhibit "A" attached hereto.

It is expressly agreed and understood that the total amount of HOME funds, designated for CHDO Set-Aside, to be paid by the City shall not exceed one hundred, ten thousand, seven hundred, sixty-one dollars, twenty-eight cents **(\$110,761.28)**.

It is the intent of the City of Hattiesburg to promote the development of owner-occupied affordable housing. However, in the event that market or economic conditions create a temporary obstacle in qualifying a homebuyer, the CHDO may establish a lease-purchase (lease-to-own) agreement with an individual that intends to purchase the property and that the CHDO has reason to believe will be able to qualify and secure necessary financing within 18 months.

Appraisals must be conducted before and after rehabilitation as necessary in order to determine the percentage of the purchase price that is attributable to CHDO Set-Aside funds and non-Set-Aside funds for each unit. This percentage will be used to determine the percentage of each lease-purchase payment, after deducting taxes and insurance that is attributable to CHDO Set-Aside and non-Set-Aside funds.

Prior to establishing a lease-purchase agreement, the CHDO must verify that the applicant qualifies as a low- to moderate-income person according to HUD's guidelines. The agreed upon purchase price, as well as the monthly lease-purchase payment amount must be comparable to the market rates for affordable housing.

The full amount paid monthly by the lessee, minus documented costs for taxes and insurance, must be applied to the lessee-purchaser's previously identified purchase price. The CHDO should establish in its lease-purchase agreement with any lessee-purchaser its ability to raise or lower the monthly lease amount as necessary to ensure that an adequate amount is available with which to pay taxes and insurance. Until such time that the lessee-purchaser closes on the property and becomes the homeowner, the CHDO is responsible to keep taxes and insurance current, using the amount deducted from the lease payment as described herein.

In the event that an individual who has entered into a lease-purchase agreement with the CHDO is unable to qualify, unable to secure necessary financing, vacates the property, or in any other way retracts their intention to purchase the property, the CHDO may enter into a similar agreement with another individual given that there is still a market or economic obstacle in more immediately identifying and qualifying a homebuyer.

In the event that the CHDO must enter into agreements with a second or any other subsequent lessee-purchaser, the lease payment, minus the documented costs for taxes and insurance, and minus the amount of the non-Set-Aside funds attributable to the payment must be documented and reported to the City as Program Income. Any Program Income must be used as required according to 24 CFR Part 92 for eligible CHDO activities. Failure to properly document, report, or use Program Income as required may result in the City recapturing the funds.

Changes in purchase price from one lease-purchase agreement to any subsequent agreement for the same property must be justified and documented by changes in market conditions, comparable sales, appraised value, etc. Any or all amounts paid by previous lessees may not be used to reduce the purchase price for any subsequent purchaser, whether they are a lease-purchaser or a direct homebuyer.

It is the intent of the City of Hattiesburg to promote the development of owner-occupied affordable housing. While Rental-Rehabilitation is an eligible CHDO activity in general, it is not a part of the City's Action Plan. The City's intent in this agreement is to acknowledge the challenges that the CHDO faces in more immediately indentifying and qualifying eligible homebuyers, and allow the use of lease-purchase agreements as an additional tool for the CHDO to use in developing owner-occupied affordable housing.

III. USE OF FUNDS

The HOME funds contracted under this Agreement shall be used for acquisition, rehabilitation and/or repair costs and other eligible activities with prior approval by the City of Hattiesburg. The CHDO shall adhere to the budget outlined in Exhibit "A". The CHDO shall submit a detailed description of tasks to be performed, a schedule for completion of task and performance deadlines that include a timetable with major milestones and measurable accomplishments as detailed in Exhibit "A" attached hereto.

IV. TERM OF CONTRACT

Provided that the CHDO remains designated as a CHDO certified by the City, services of the CHDO shall cover the time period from October 18, 2011 until December 31, 2012, or until the HOME funds contracted under this agreement are disbursed and Close-Out procedures are completed as outlined in this document. The City reserves the right to terminate this Contract or to reduce the contract compensation amount if the CHDO fails to comply with all rules and regulations spelled out in the contract.

This agreement shall be in effect, at a minimum, until all housing units indicated in Section II, Project Description have been completed and purchased by the homeowner.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The CHDO agrees to have financial accountability that conforms to 24 CFR Part 84.21,

"Standards of Financial Management Systems," and agrees to adhere to the accounting principles and procedures, utilize adequate internal controls, and maintain the necessary source documentation for all costs incurred as required in OMB Circular A-122.

B. Cost Principles

The CHDO shall administer its program in conformance with OMB Circulars A122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; [and if the CHDO is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 84, "Uniform" Administrative Requirements], for all costs incurred whether charged on a direct or indirect basis.

VI. FEDERAL PROGRAM REQUIREMENTS

A. Non-discrimination and Equal Access

No person shall on the grounds of race, color, national origin, religion or sex be excluded, denied benefits or subjected to discrimination under any program funded in whole or in part by HOME funds. The CHDO shall take measures to ensure nondiscriminatory treatment, outreach and access to program resources.

The CHDO and activities performed by the CHDO will comply with all of the federal laws, executive orders and regulations pertaining to discrimination and equal access that are listed by category and follow below.

1. **Fair Housing and Equal Opportunity:** The CHDO agrees to comply with any federal regulations issued pursuant to compliance with Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.)/24 CFR Part 1, The Fair Housing Act (42 U.S.C. 3601-3620)124 CFR Part 100-115, Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)124 CFR Part 107 and the Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101)/24 CFR Part 146.
2. **Handicapped Accessibility:** The CHDO will adhere to applicable regulations governing the accessibility of federally-assisted buildings, facilities and programs. Regulations governing handicapped accessibility include the American with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), Fair Housing Act (42 U.S.C. 3601-19)124 CFR 100.205, and Section 504 of the Rehabilitation Act of 1973.

B. Minority Outreach

The CHDO will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As

used in this contract, the term "minority and female business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

C. Employment and Contracting Requirements

The CHDO must comply with the following regulations to ensure equal opportunity for employment and contracting.

1. **Equal Opportunity** - Equal Employment Opportunity, Executive Order 11246, as amended (41 CFR Part 60), Section 3 of the Housing and Urban Development Act of 1968, and Executive Orders 11625, 12432 and 12138 (24 CFR 85.36(e)) concerning Minority/Women's Business Enterprise.
2. **Labor Requirements** - The CHDO must comply with the following regulations concerning wage and labor standards: Davis Bacon and Related Acts (40 USC 276(A)-7), Contract Work Hours and Safety Act, as amended (40 USC 327-333), Copeland (Anti-Kickback) Act (40 USC 276c) and the Fair Labor Standards Act of 1938, As Amended (29 USC 201, e. seq.).
3. **EEO/AA Statement** - The CHDO will, in all solicitations or advertisements for employees placed by or on behalf of the CHDO, state that it is an Equal Opportunity or Affirmative Action employer. Contracts that exceed \$10,000 must include EEO Executive Order 11246, as amended.
4. **Independent Contractor** - Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CHDO shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the CHDO is an independent CHDO.

D. Workers' Compensation

In accordance with any and all Federal and/or State regulations, the CHDO shall provide Workers' Compensation Insurance coverage or other acceptable coverage for all employees involved in the performance of this contract.

E. Insurance and Bonding

The CHDO shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Environmental Requirements

The CHDO agrees to undertake environmental reviews in accordance to 24 CFR 58. The CHDO will establish and maintain a written Environment Review Record (ERR) and review housing activities to the extent possible.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by [the participating jurisdiction, insular area or state recipient] of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the [participating jurisdiction, insular area or state recipient's] determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

G. Relocation, Acquisition and Displacement

The CHDO agrees that no HOME funds will be granted or loaned for the acquisition of real property that would cause the displacement of persons, businesses, and non-profit organizations. The CHDO agrees to comply with 24 CFR 92.353, applicable city ordinances, resolutions, and policies concerning the displacement of individuals from their residences.

H. Lead-Based Paint

The CHDO agrees to comply with regulations 24 CFR Part 35, et al. - Final Rule, 40 CFR Part 745 - Final Rule, and Section 8 Conforming Rule at 24 CFR Part 982.401(j) insuring that all units in a project assisted with HOME funds comply with the regulations implementing the Lead Based Paint Poisoning Prevention Act of 1971. In accordance to Title X of Section 1018 the CHDO will disclose the known presence of lead based-paint and provide prospective buyers or tenants with records and reports of any lead- based paint testing.

I. Conflict of Interest

The CHDO agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The CHDO further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the CHDO hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or Operating Agencies which are receiving funds under the HOME Entitlement program.

VII. AFFIRMATIVE MARKETING

The CHDO will submit to the City adopted affirmative marketing procedures and requirements that will be used to inform the public, owners, and potential tenants about fair housing, describing what the CHDO will do to affirmatively market housing assisted with HOME funds, describing what the CHDO will do to inform persons not likely to apply for housing without special outreach, maintaining records documenting actions taken to affirmatively market HOME assisted housing units and to assess marketing effectiveness, and describing how efforts will be assessed and the corrective actions that will be taken.

VIII. REQUEST FOR DISBURSEMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed one hundred thousand dollars (**\$100,000**) and eighteen thousand, six-hundred, thirty-seven dollars, sixty cents (**\$18,637.60**) for Set-Aside and Operating, respectively. The City will pay to the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with any approved budget and City policy concerning payments. Draw-downs for the payment of eligible expenses shall be made against the line items specified, in accordance with performance. Payments shall be made for eligible expenses actually incurred by the CHDO, not to exceed actual cash requirements. Funds are requested by submitting the Request for Funds form and the Request for Funds Support Sheet provided as Exhibit "B" to the City of Hattiesburg. Funds requested prior to the completion of work indicated in the Request for Funds forms will not be accepted for payment. Request for Funds submitted prior to submitting the proper reports found in Section IX-B "Records, Reports and Monitoring" will not be accepted for payment. All forms must be accurately completed or the request cannot be processed.

Payments will be adjusted by the City in accordance with HOME funds and program income balances available in CHDO accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City of Hattiesburg.

Payments may be contingent upon certification of the CHDO's financial management system in accordance with the standards specified in OMB Circular A-122 and certain provisions of 24 CFR Part 84.

IX. RECORDS, REPORTS AND MONITORING

A. Records

1. Records to be Maintained

The CHDO shall maintain all records required by the federal regulations specified in 24 CFR Part 92, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a) Records demonstrating compliance with the written agreements

required by 24 CFR Part 92.504;

- b) Records demonstrating compliance with applicable uniform administrative requirements required by 24 CFR Part 92.505;
- c) Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns required to determine the eligibility of activities;
- d) Records required to document the acquisition improvement, use redispotion of real property acquired or improved with assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- f) Records documenting compliance with affirmative marketing procedures and requirements of 24 CFR Part 92.351 the fair housing and equal opportunity components of the HOME program;
- g) Financial records as required by CFR 24 Part 84, and OMB Circular A-122; and
- h) Other records necessary to document compliance with CFR 24 Part 92.508.

See the Guidebook, *Monitoring HOME Program Performance*, as adopted by the Hattiesburg City Council and on file with the City Clerk (MB2001-3/97-98).

2. Retention of Records

The shall comply with period of record retention requirements in 24 CFR 92.508 (c). The CHDO shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment, if applicable. For homeownership housing project, records are retained for five (5) years after the project completion date, except documents for imposing recapture/resale restrictions which must be retained for five (5) years after the affordability period terminates.

3. Access/Disclosure of Records

Citizens, public agencies, and other interested parties must be provided with reasonable access to records, consistent with applicable state and City laws

regarding privacy and obligations of confidentiality. The City, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, and the State of Mississippi and any of their representatives, have the right of access to any pertinent books, documents, papers, or other records of the CHDO in order to make audits, examinations, excerpts, and transcripts.

4. Close-Outs

CHDO obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records.

5. Audits and Inspections

All CHDO records with respect to any matters covered by this Agreement shall be made available to the City of Hattiesburg, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CHDO within 30 days after receipt by the CHDO. Failure of the CHDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CHDO hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning CHDO audits, *if* required by federal regulations. Audits of the CHDO will be conducted in accordance with 24 CFR Parts 44 and 45, as applicable.

6. Budget

The CHDO will submit a detailed contract budget covering proposed use of HOME funds, of a form and content prescribed by the City. The City and the CHDO may agree to revise the budget from time to time in accordance with existing City policies allowing line-item revisions that would not require a formal amendment.

7. Indirect Costs

If indirect costs are charged, the CHDO will develop an in-direct cost allocation plan for determining the appropriate CHDO share of administrative costs and shall submit such plan to the City for approval.

B. Reports

To ensure production and accountability, ensure compliance with HOME and other federal requirements, and evaluate organizational and project performance, the CHDO will provide the City with quarterly Progress Reports, quarterly Reporting Worksheets, and annual Financial Summary Reports. The Guidebook, *Monitoring HOME Program Performance*, on file in the City of Hattiesburg's City Clerk (MB2001-3/97-98), describes in detail report requirements and monitoring procedures.

C. Performance Monitoring

The City shall monitor the performance of the CHDO as prescribed by HUD.

The City shall monitor the performance of the CHDO against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the CHDO within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

X. ENFORCEMENT OF THE AGREEMENT

The City may suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the CHDO ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in non-compliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the CHDO is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

XI. PROJECT ACTIVITY REQUIREMENTS

A. Affordability Requirements:

HOME assisted housing developed by the CHDO must meet the affordability requirement for not less than the applicable period specified in 24 CFR Part 92.254 (a)(4).

B. Property Standards:

All HOME-funded projects must meet state and local codes and ordinances. New Construction must also comply with Model Energy Code and handicapped accessibility requirements, where applicable. In addition, all inspections must be

completed and conform to City of Hattiesburg Building Regulations.

C. Resale Provisions:

The CHDO will impose resale requirements as defined in 24 CFR Part 92.254 (a)(5)(i) to ensure affordability requirements.

D. Project Proceeds:

The CHDO is authorized to retain proceeds generated from the CHDO's housing development activity. The CHDO may retain project proceeds for future low-income housing activities, which include homebuyer counseling, operational support, and additional development of affordable homeownership housing.

XII. CLOSEOUT REQUIREMENTS

A. Criteria

A final closeout will be issued for HOME funds awarded to the CHDO from each individual Federal fiscal year when the following criteria have been met:

- 1) All funds to be closed out have been drawn down and expended for completed project costs;
- 2) The CHDO shall remit to the City the amount of any costs which are disallowed by subsequent audit(s) and which disallowances are sustained by the City.
- 3) The CHDO has been reviewed and audited and the City has determined that all requirements except affordability, have been met and all monitoring and audit findings have been resolved;
- 4) The CHDO's most recent audit report has been received by the City. If the audit does not cover all funds to be closed out, the closeout may proceed, provided the CHDO agrees in the Closeout Report that any costs paid with the funds that were not audited must be subject to the CHDO's next single audit and that the CHDO may be required to repay to the City any disallowed costs based on the results of the audit; and
- 5) The on-site monitoring of the CHDO by the City must include verification of data reflected in the Closeout Report and reconciliation of any discrepancies determined.

B. Closeout Report

The CHDO will submit to the City the Closeout Report. The Closeout Report will contain the final data on funds and must be signed by the CHDO and the City. In

addition, the report must contain a provision regarding unaudited funds; and a provision requiring the CHDO to continue to meet requirements applicable to housing projects for the period of affordability, to keep records demonstrating that the requirement has been met and to repay the HOME funds, as required by 24 CFR 92.503, if housing fails to remain affordable for the required period.

The CHDO will submit to the City its subsequent audit or audits as part of the Closeout Report. Audits shall comply with federal and state requirements and shall cover all periods in which any HOME funds have been incurred.

XIII. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

The CHDO agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j). The CHDO agrees to comply with 24 CFR Part 92.257.

XIV. GENERAL CONDITIONS

A. General Compliance

The CHDO agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations and policies issued pursuant to these regulations. The CHDO agrees to comply with applicable federal, state and local laws and regulations governing the HOME funds provided under this contract. The CHDO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Hold Harmless

The CHDO shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charge and judgments whatsoever that arise out of the CHDO's performance or nonperformance of the services or subject matter called for in this agreement,

C. Grantor Recognition

The CHDO shall insure recognition of the role of the grantor agency providing services through this contract. All equipment, facilities and items utilized in this contract shall be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

D. Amendments

The City or CHDO may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative **of the CHDO and approved by the Hattiesburg City Council and executed by the Mayor.** Such amendments shall not invalidate this Agreement, nor relieve or release the City or the CHDO from its obligations under this Agreement.

The City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the CHDO.

E. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88352) and 24 CFR 470, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The CHDO, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

F. Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this agreement shall, at the option of the City, become the property of the City, and the CHDO shall be entitled to receive just and equitable compensation for any work completed on such documents or material prior to termination and prior to transfer of the same to the City.

XV. PERSONNEL and PARTICIPANT

CONDITIONS

A. CHDO Designation

The CHDO certifies that it is a private nonprofit, community based organization that is a certified Community Housing Development Organization.

B. Civil Rights

The CHDO agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

C. Affirmative Action

1. Approved Plan

The CHDO agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.

2. Notifications

The CHDO will send to each labor union or representative of workers if it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CHDO's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Subcontract Provisions

The CHDO will include the provisions of Paragraphs XV, B, Civil Rights, and C, Affirmative Action, in every subcontract specifically or by reference, so that such provisions will be binding upon all parties.

D. Employment Restrictions

1. Prohibited Activity

The CHDO is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

The CHDO agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the

conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act),

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

4. "Section 3" Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the CHDO and any party. Failure to fulfill these requirements shall subject the City, the CHDO and any party, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The CHDO certifies and agrees that no non-contractual or other disability exists which would prevent compliance with these requirements. The CHDO further agrees to comply with these Section 311 requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in areas of the project." The CHDO certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

a) **Notifications**

The CHDO agrees to send each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

b) **Subcontracts**

The CHDO will include Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the CHDO is in violation of regulations issued by the City. The CHDO will not subcontract with any party where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the party has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Procurement

1. **Compliance**

The CHDO shall maintain inventory records of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (i.e., unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract for cause or, in the event the CHDO's agency ceases to exist. **The CHDO procurement process shall comply with applicable federal uniform administrative requirements in regard to any and all funds received.**

2. **OMB Standards**

The CHDO shall procure materials in accordance with the requirements of 24 CFR Part 84.21.

F. Contract

1. Assignability

The CHDO shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the CHDO from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice to any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The CHDO must ensure that subcontractors comply with all requirements contained herein.

b) Monitoring

The CHDO will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.

c) Content

The CHDO shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d) Selection Process

The CHDO shall maintain written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of this award.

G. Copyright

If this contract results in any copyrightable material, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

IN WITNESS WHEREOF, the Parties have executed and dated this contract.

City of Hattiesburg, Mississippi

Pinebelt Community Services

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CONTRACT BETWEEN
THE CITY OF HATTIESBURG, MISSISSIPPI
AND
PINEBELT COMMUNITY SERVICES

THIS AGREEMENT, entered this the 18th day of October, 2011, by and between the City of Hattiesburg, (herein called the "City") and Pinebelt Community Services, (herein called the "CHDO").

WHEREAS, the City has applied for and received funds from the United States Government under the Housing and Community Development Act of 1974, Public Law 93-383 and the HOME Investment Partnerships Act Cranston-Gonzales National Affordable Housing Act (NAHA);

WHEREAS, the City wishes to assist the CHDO designating HOME Investment Partnerships Program (herein called "HOME") funds to expedite the development of housing beneficial to persons of low to moderate incomes;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. PROVISIONS

The CHDO is a private nonprofit, community-based service organization designated by the City and has obtained staff with the capacity to develop affordable housing that will benefit low- to moderate- income residents of Hattiesburg.

A. Requirements

The CHDO shall be responsible for implementing HOME Fund allocations in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds, specifically those indicated in 24 CFR Part 92, HOME Investment Partnerships Program Final Rule.

Activities are designed to increase affordable housing, provide safer and healthier places to live and promote economic development and community pride. Activities using HOME funds will be performed in areas defined by designated census tracts consisting of families with incomes below 80 percent of the area median income.

B. Set-Aside Role

The CHDO is a "Developer," owning property and develops affordable housing, or has a contractual obligation to a property to develop affordable housing.

II. PROJECT DESCRIPTION

The CHDO shall develop a minimum of three (3) housing units for low- to moderate-income homebuyers by rehabilitating and selling affordable, housing units. Such activity may include the acquisition of units that are to be rehabilitated and sold 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 housing units, some, or all of which the CHDO may already own. Details of proposed purchase, rehabilitation, funding, and timeline are outlined in Exhibit "A" attached hereto.

It is expressly agreed and understood that the total amount of HOME funds, designated for CHDO Set-Aside, to be paid by the City shall not exceed one hundred, ten thousand, seven hundred, sixty-one dollars, twenty-eight cents (\$110,761.28).

It is the intent of the City of Hattiesburg to promote the development of owner-occupied affordable housing. However, in the event that market or economic conditions create a temporary obstacle in qualifying a homebuyer, the CHDO may establish a lease-purchase (lease-to-own) agreement with an individual that intends to purchase the property and that the CHDO has reason to believe will be able to qualify and secure necessary financing within 18 months.

Appraisals must be conducted before and after rehabilitation as necessary in order to determine the percentage of the purchase price that is attributable to CHDO Set-Aside funds and non-Set-Aside funds for each unit. This percentage will be used to determine the percentage of each lease-purchase payment, after deducting taxes and insurance that is attributable to CHDO Set-Aside and non-Set-Aside funds.

Prior to establishing a lease-purchase agreement, the CHDO must verify that the applicant qualifies as a low- to moderate-income person according to HUD's guidelines. The agreed upon purchase price, as well as the monthly lease-purchase payment amount must be comparable to the market rates for affordable housing.

The full amount paid monthly by the lessee, minus documented costs for taxes and insurance, must be applied to the lessee-purchaser's previously identified purchase price. The CHDO should establish in its lease-purchase agreement with any lessee-purchaser its ability to raise or lower the monthly lease amount as necessary to ensure that an adequate amount is available with which to pay taxes and insurance. Until such time that the lessee-purchaser closes on the property and becomes the homeowner, the CHDO is responsible to keep taxes and insurance current, using the amount deducted from the lease payment as described herein.

In the event that an individual who has entered into a lease-purchase agreement with the CHDO is unable to qualify, unable to secure necessary financing, vacates the property, or in any other way retracts their intention to purchase the property, the CHDO may enter into a similar agreement with another individual given that there is still a market or economic obstacle in more immediately identifying and qualifying a homebuyer.

In the event that the CHDO must enter into agreements with a second or any other subsequent lessee-purchaser, the lease payment, minus the documented costs for taxes and insurance, and minus the amount of the non-Set-Aside funds attributable to the payment must be documented and reported to the City as Program Income. Any Program Income must be used as required according to 24 CFR Part 92 for eligible CHDO activities. Failure to properly document, report, or use Program Income as required may result in the City recapturing the funds.

Changes in purchase price from one lease-purchase agreement to any subsequent agreement for the same property must be justified and documented by changes in market conditions, comparable sales, appraised value, etc. Any or all amounts paid by previous lessees may not be used to reduce the purchase price for any subsequent purchaser, whether they are a lease-purchaser or a direct homebuyer.

It is the intent of the City of Hattiesburg to promote the development of owner-occupied affordable housing. While Rental-Rehabilitation is an eligible CHDO activity in general, it is not a part of the City's Action Plan. The City's intent in this agreement is to acknowledge the challenges that the CHDO faces in more immediately indentifying and qualifying eligible homebuyers, and allow the use of lease-purchase agreements as an additional tool for the CHDO to use in developing owner-occupied affordable housing.

III. USE OF FUNDS

The HOME funds contracted under this Agreement shall be used for acquisition, rehabilitation and/or repair costs and other eligible activities with prior approval by the City of Hattiesburg. The CHDO shall adhere to the budget outlined in Exhibit "A". The CHDO shall submit a detailed description of tasks to be performed, a schedule for completion of task and performance deadlines that include a timetable with major milestones and measurable accomplishments as detailed in Exhibit "A" attached hereto.

IV. TERM OF CONTRACT

Provided that the CHDO remains designated as a CHDO certified by the City, services of the CHDO shall cover the time period from October 18, 2011 until December 31, 2012, or until the HOME funds contracted under this agreement are disbursed and Close-Out procedures are completed as outlined in this document. The City reserves the right to terminate this Contract or to reduce the contract compensation amount if the CHDO fails to comply with all rules and regulations spelled out in the contract.

This agreement shall be in effect, at a minimum, until all housing units indicated in Section II, Project Description have been completed and purchased by the homeowner.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The CHDO agrees to have financial accountability that conforms to 24 CFR Part 84.21, "Standards of Financial Management Systems," and agrees to adhere to the accounting principles and procedures, utilize adequate internal controls, and maintain the necessary source documentation for all costs incurred as required in OMB Circular A-122.

B. Cost Principles

The CHDO shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; [and if the CHDO is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 84, "Uniform" Administrative Requirements], for all costs incurred whether charged on a direct or indirect basis.

VI. FEDERAL PROGRAM REQUIREMENTS

A. Non-discrimination and Equal Access

No person shall on the grounds of race, color, national origin, religion or sex be excluded, denied benefits or subjected to discrimination under any program funded in whole or in part by HOME funds. The CHDO shall take measures to ensure nondiscriminatory treatment, outreach and access to program resources.

The CHDO and activities performed by the CHDO will comply with all of the federal laws, executive orders and regulations pertaining to discrimination and equal access that are listed by category and follow below.

1. **Fair Housing and Equal Opportunity:** The CHDO agrees to comply with any federal regulations issued pursuant to compliance with Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.)/24 CFR Part 1, The Fair Housing Act (42 U.S.C. 3601-3620)124 CFR Part 100-115, Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)124 CFR Part 107 and the Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101)/24 CFR Part 146.
2. **Handicapped Accessibility:** The CHDO will adhere to applicable regulations governing the accessibility of federally-assisted buildings, facilities and programs. Regulations governing handicapped accessibility include the American with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), Fair Housing Act (42 U.S.C. 3601-19)124 CFR 100.205, and Section 504 of the Rehabilitation Act of 1973.

B. Minority Outreach

The CHDO will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

C. Employment and Contracting Requirements

The CHDO must comply with the following regulations to ensure equal opportunity for employment and contracting.

1. **Equal Opportunity** - Equal Employment Opportunity, Executive Order 11246, as amended (41 CFR Part 60), Section 3 of the Housing and Urban Development Act of 1968, and Executive Orders 11625, 12432 and 12138 (24 CFR 85.36(e)) concerning Minority/Women's Business Enterprise.
2. **Labor Requirements** - The CHDO must comply with the following regulations concerning wage and labor standards: Davis Bacon and Related Acts (40 USC 276(A)-7), Contract Work Hours and Safety Act, as amended (40 USC 327-333), Copeland (Anti-Kickback) Act (40 USC 276c) and the Fair Labor Standards Act of 1938, As Amended (29 USC 201, e. seq.).
3. **EEO/AA Statement** - The CHDO will, in all solicitations or advertisements for employees placed by or on behalf of the CHDO, state that it is an Equal Opportunity or Affirmative Action employer. Contracts that exceed \$10,000 must include EEO Executive Order 11246, as amended.
4. **Independent Contractor** - Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CHDO shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the CHDO is an independent CHDO.

D. Workers' Compensation

In accordance with any and all Federal and/or State regulations, the CHDO shall provide Workers' Compensation Insurance coverage or other acceptable coverage for all employees involved in the performance of this contract.

E. Insurance and Bonding

The CHDO shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Environmental Requirements

The CHDO agrees to undertake environmental reviews in accordance to 24 CFR 58. The CHDO will establish and maintain a written Environment Review Record (ERR) and review housing activities to the extent possible.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by [the participating jurisdiction, insular area or state recipient] of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the [participating jurisdiction, insular area or state recipient's] determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

G. Relocation, Acquisition and Displacement

The CHDO agrees that no HOME funds will be granted or loaned for the acquisition of real property that would cause the displacement of persons, businesses, and non-profit organizations. The CHDO agrees to comply with 24 CFR 92.353, applicable city ordinances, resolutions, and policies concerning the displacement of individuals from their residences.

H. Lead-Based Paint

The CHDO agrees to comply with regulations 24 CFR Part 35, et al.- Final Rule, 40 CFR Part 745 - Final Rule, and Section 8 Conforming Rule at 24 CFR Part 982.401(j) insuring that all units in a project assisted with HOME funds comply with the regulations implementing the Lead Based Paint Poisoning Prevention Act of 1971. In accordance to Title X of Section 1018 the CHDO will disclose the known presence of lead based-paint and provide prospective buyers or tenants with records and reports of any lead- based paint testing.

I. Conflict of Interest

The CHDO agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The CHDO further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the CHDO hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or Operating

Agencies which are receiving funds under the HOME Entitlement program.

VII. AFFIRMATIVE MARKETING

The CHDO will submit to the City adopted affirmative marketing procedures and requirements that will be used to inform the public, owners, and potential tenants about fair housing, describing what the CHDO will do to affirmatively market housing assisted with HOME funds, describing what the CHDO will do to inform persons not likely to apply for housing without special outreach, maintaining records documenting actions taken to affirmatively market HOME assisted housing units and to assess marketing effectiveness, and describing how efforts will be assessed and the corrective actions that will be taken.

VIII. REQUEST FOR DISBURSEMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed one hundred thousand dollars (\$100,000) and eighteen thousand, six-hundred, thirty-seven dollars, sixty cents (\$18,637.60) for Set-Aside and Operating, respectively. The City will pay to the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with any approved budget and City policy concerning payments. Draw-downs for the payment of eligible expenses shall be made against the line items specified, in accordance with performance. Payments shall be made for eligible expenses actually incurred by the CHDO, not to exceed actual cash requirements. Funds are requested by submitting the Request for Funds form and the Request for Funds Support Sheet provided as Exhibit "B" to the City of Hattiesburg. Funds requested prior to the completion of work indicated in the Request for Funds forms will not be accepted for payment. Request for Funds submitted prior to submitting the proper reports found in Section IX-B "Records, Reports and Monitoring" will not be accepted for payment. All forms must be accurately completed or the request cannot be processed.

Payments will be adjusted by the City in accordance with HOME funds and program income balances available in CHDO accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City of Hattiesburg.

Payments may be contingent upon certification of the CHDO's financial management system in accordance with the standards specified in OMB Circular A-122 and certain provisions of 24 CFR Part 84.

IX. RECORDS, REPORTS AND MONITORING

A. Records

1. Records to be Maintained

The CHDO shall maintain all records required by the federal regulations specified in 24 CFR Part 92, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a) Records demonstrating compliance with the written agreements required by 24 CFR Part 92.504;
- b) Records demonstrating compliance with applicable uniform administrative requirements required by 24 CFR Part 92.505;
- c) Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns required to determine the eligibility of activities;
- d) Records required to document the acquisition improvement, use disposition of real property acquired or improved with assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- f) Records documenting compliance with affirmative marketing procedures and requirements of 24 CFR Part 92.351 the fair housing and equal opportunity components of the HOME program;
- g) Financial records as required by CFR 24 Part 84, and OMB Circular A-122; and
- h) Other records necessary to document compliance with CFR 24 Part 92.508.

See the Guidebook, *Monitoring HOME Program Performance*, as adopted by the Hattiesburg City Council and on file with the City Clerk (MB2001-3/97-98).

2. Retention of Records

The shall comply with period of record retention requirements in 24 CFR 92.508 (c). The CHDO shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment, if applicable. For homeownership housing project, records are retained for five (5) years after the project completion date, except documents for imposing recapture/resale restrictions which must be retained for five (5) years after the affordability

period terminates.

3. Access/Disclosure of Records

Citizens, public agencies, and other interested parties must be provided with reasonable access to records, consistent with applicable state and City laws regarding privacy and obligations of confidentiality. The City, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, and the State of Mississippi and any of their representatives, have the right of access to any pertinent books, documents, papers, or other records of the CHDO in order to make audits, examinations, excerpts, and transcripts.

4. Close-Outs

CHDO obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records.

5. Audits and Inspections

All CHDO records with respect to any matters covered by this Agreement shall be made available to the City of Hattiesburg, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CHDO within 30 days after receipt by the CHDO. Failure of the CHDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CHDO hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning CHDO audits, *if* required by federal regulations. Audits of the CHDO will be conducted in accordance with 24 CFR Parts 44 and 45, as applicable.

6. Budget

The CHDO will submit a detailed contract budget covering proposed use of HOME funds, of a form and content prescribed by the City. The City and the CHDO may agree to revise the budget from time to time in accordance with existing City policies allowing line-item revisions that would not require a formal amendment.

7. Indirect Costs

If indirect costs are charged, the CHDO will develop an in-direct cost allocation plan for determining the appropriate CHDO share of administrative costs and shall submit such plan to the City for approval.

B. Reports

To ensure production and accountability, ensure compliance with HOME and other federal requirements, and evaluate organizational and project performance, the CHDO will provide the City with quarterly Progress Reports, quarterly Reporting Worksheets, and annual Financial Summary Reports. The Guidebook, *Monitoring HOME Program Performance*, on file in the City of Hattiesburg's City Clerk (MB2001-3/97-98), describes in detail report requirements and monitoring procedures.

C. Performance Monitoring

The City shall monitor the performance of the CHDO as prescribed by HUD.

The City shall monitor the performance of the CHDO against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the CHDO within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

X. ENFORCEMENT OF THE AGREEMENT

The City may suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the CHDO ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in non-compliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the CHDO is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

XI. PROJECT ACTIVITY REQUIREMENTS

A. Affordability Requirements:

HOME assisted housing developed by the CHDO must meet the affordability requirement for not less than the applicable period specified in 24 CFR Part 92.254 (a)(4).

B. Property Standards:

All HOME-funded projects must meet state and local codes and ordinances. New Construction must also comply with Model Energy Code and handicapped accessibility requirements, where applicable. In addition, all inspections must be completed and conform to City of Hattiesburg Building Regulations.

C. Resale Provisions:

The CHDO will impose resale requirements as defined in 24 CFR Part 92.254 (a)(5)(i) to ensure affordability requirements.

D. Project Proceeds:

The CHDO is authorized to retain proceeds generated from the CHDO's housing development activity. The CHDO may retain project proceeds for future low-income housing activities, which include homebuyer counseling, operational support, and additional development of affordable homeownership housing.

XII. CLOSEOUT REQUIREMENTS

A. Criteria

A final closeout will be issued for HOME funds awarded to the CHDO from each individual Federal fiscal year when the following criteria have been met:

- 1) All funds to be closed out have been drawn down and expended for completed project costs;
- 2) The CHDO shall remit to the City the amount of any costs which are disallowed by subsequent audit(s) and which disallowances are sustained by the City.
- 3) The CHDO has been reviewed and audited and the City has determined that all requirements except affordability, have been met and all monitoring and audit findings have been resolved;
- 4) The CHDO's most recent audit report has been received by the City. If the audit does not cover all funds to be closed out, the closeout may proceed, provided the CHDO agrees in the Closeout Report that any costs paid with the funds that were not audited must be subject to the CHDO's next single audit and that the CHDO may be required to repay to the City any disallowed costs based on the results of the audit; and
- 5) The on-site monitoring of the CHDO by the City must include verification of data reflected in the Closeout Report and reconciliation of any discrepancies determined.

B. Closeout Report

The CHDO will submit to the City the Closeout Report. The Closeout Report will contain the final data on funds and must be signed by the CHDO and the City. In addition, the report must contain a provision regarding unaudited funds; and a provision requiring the CHDO to continue to meet requirements applicable to housing projects for the period of affordability, to keep records demonstrating that the requirement has been met and to repay the HOME funds, as required by 24 CFR 92.503, if housing fails to remain affordable for the required period.

The CHDO will submit to the City its subsequent audit or audits as part of the Closeout Report. Audits shall comply with federal and state requirements and shall cover all periods in which any HOME funds have been incurred.

XIII. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

The CHDO agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j). The CHDO agrees to comply with 24 CFR Part 92.257.

XIV. GENERAL CONDITIONS

A. General Compliance

The CHDO agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations and policies issued pursuant to these regulations. The CHDO agrees to comply with applicable federal, state and local laws and regulations governing the HOME funds provided under this contract. The CHDO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Hold Harmless

The CHDO shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charge and judgments whatsoever that arise out of the CHDO's performance or nonperformance of the services or subject matter called for in this agreement,

C. Grantor Recognition

The CHDO shall insure recognition of the role of the grantor agency providing services through this contract. All equipment, facilities and items utilized in this contract shall be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made

possible with funds made available under this contract.

D. Amendments

The City or CHDO may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of the CHDO and approved by the Hattiesburg City Council and executed by the Mayor. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the CHDO from its obligations under this Agreement.

The City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the CHDO.

E. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88352) and 24 CFR 470, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The CHDO, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

F. Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this agreement shall, at the option of the City, become the property of the City, and the CHDO shall be entitled to receive just and equitable compensation for any work completed on such documents or material prior to termination and prior to transfer of the same to the City.

XV. PERSONNEL and PARTICIPANT

CONDITIONS

A. CHDO Designation

The CHDO certifies that it is a private nonprofit, community based organization that is a certified Community Housing Development Organization.

B. Civil Rights

The CHDO agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

C. Affirmative Action

1. Approved Plan

The CHDO agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.

2. Notifications

The CHDO will send to each labor union or representative of workers if it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CHDO's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Subcontract Provisions

The CHDO will include the provisions of Paragraphs XV, B, Civil Rights, and C, Affirmative Action, in every subcontract specifically or by reference, so that such provisions will be binding upon all parties.

D. Employment Restrictions

1. Prohibited Activity

The CHDO is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

The CHDO agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act),

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

4. "Section 3" Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the CHDO and any party. Failure to fulfill these requirements shall subject the City, the CHDO and any party, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The CHDO certifies and agrees that no non-contractual or other disability exists which would prevent compliance with these requirements. The CHDO further agrees to comply with these Section 311 requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in areas of the project." The CHDO certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

a) **Notifications**

The CHDO agrees to send each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

b) **Subcontracts**

The CHDO will include Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the CHDO is in violation of regulations issued by the City. The CHDO will not subcontract with any party where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the party has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Procurement

1. **Compliance**

The CHDO shall maintain inventory records of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (i.e., unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract for cause or, in the event the CHDO's agency ceases to exist. **The CHDO procurement process shall comply with applicable federal uniform administrative requirements in regard to any and all funds received.**

2. **OMB Standards**

The CHDO shall procure materials in accordance with the requirements of 24 CFR Part 84.21.

F. Contract

1. Assignability

The CHDO shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the CHDO from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice to any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The CHDO must ensure that subcontractors comply with all requirements contained herein.

b) Monitoring

The CHDO will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.

c) Content

The CHDO shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d) Selection Process

The CHDO shall maintain written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of this award.

G. Copyright

If this contract results in any copyrightable material, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

IN WITNESS WHEREOF, the Parties have executed and dated this contract.

City of Hattiesburg, Mississippi

Pinebelt Community Services

By: _____

Johnny L. DuPree, Mayor

By: _____

Date: 10-18-11

Date: _____

Attest: _____

Attest: _____

Date: 10-18-11

Date: _____

Pine Belt Community Service

Phone:

WORK WRITE-UP

Completed and Approved By:

Date:

Address: 104 East 6th St.Project: ☒ Rehab ☐ Repair ☐ Special Project ☐ Addition ☐ Work Other: ☐ HP Inspector:Special Check Items: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone

Contractor:

Reviewed and Approved By:

Housing Coordinator:

Date:

Housing Manager:

Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Lattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/CMH. Contractor's Performance Standards for Rehabilitation, For Residential Properties One and Two Family Dwellings.

ESTIMATED
COST

ITEM

NO. WORK DESCRIPTION

ROOF

1. Replace broken and missing tile shingles. Re-nail loose tile shingles. Seal around vents and chimneys.
2. Replace deteriorated decking. Remove and replace shingled roofing. Install metal flashing at joinings and valleys.

\$ 6800.00EXTERIOR (GENERAL)

1. Nail loose siding
2. Seal cracks and holes
3. Clean and paint exterior of home.
4. Remove deteriorated oak tree at front. Remove large pecan tree at right side. Trim overgrown trees and bushes around home.

\$ 10,900.00EXTERIOR-WINDOWS

1. Remove all wood windows. Chemical strip all paint on windows (professional). Re-install windows in original locations. Seal.
2. Replace broken panes. Install storm windows on all windows. Bedroom windows to be operational.

\$ 1200.00EXTERIOR FRONT

1. Replace entrance door unit with metal insulated door unit and storm door. (@) main entrance. Double bored, door locks, and peep hole. Install storm door (@) right side door.
2. Install hand rails. Re-mortar cracks in steps. Install guard rails around porch to code.
3. Replace deteriorated 1x12 trim at right side
4. Remove down spouts and fill holes in awning.
5. Replace deteriorated flooring on front porch
6. Repair bases on front porch columns.

\$ 2100.00EXTERIOR RIGHT

1. Repair broke clean outs
2. Replace approx. 60 lft of siding
3. Replace deteriorated fascia and soffit at add on, approx. 40 lft.
4. Replace approx. 200 lft of siding at add on.
5. Repair concrete blocks at add on.

\$ 2235.00

EXTERIOR REAR

\$ 1,840.00

1. Replace approx. 60 lft of fascia and soffit.
2. Replace approx. 260 lft of siding
3. Level AC unit.

CARPORT (Approx. 24 x 26)

\$ 3,600.00

1. Re-build carport roof. Including deteriorated rafters, braces, decking, and roofing. Install 4x6 post.
2. Replace light fixtures
3. Replace siding over entrance door
4. Replace hand rails at 2 entrance doors
5. Replace deteriorated rafters in side room. Replace deteriorated plates and studs. Sheetrock walls and ceiling. Replace gas water heater to code. Insulate water heater. Install light fixture.

EXTERIOR LEFT

\$ 7,400.00

1. Repair steps and install handrail
2. Repair porch and install guard rail Replace entrance door and storm door
3. Extend vent pipe above roof
4. Replace approx. 60 lft of siding.

INTERIOR LIVING ROOM/FOYER/PANTRY

\$ 3,030.00

1. Repair, clean, and paint ceiling..
2. Repair and paint walls
3. Replace light fixture.
4. Clean and paint trim.
5. Repair/replace deteriorate tile at fire place hearth. Clean and paint metal at fire place opening.
6. Clean and polish floor
7. Replace door casings

DEN

\$ 3,320.00

1. Repair ceiling and paint
2. Repair base boards and paint
3. Repair hearth and paint
4. Clean and paint mantel
5. Install 52" ceiling fan with light

HALL @ BATH # 1

\$ 1,615.00

1. Sheetrock ceiling and finish
2. Replace baseboards
3. Replace trim @ cased opening
4. Clean and paint walls and trim
5. Replace light fixture
6. Replace vinyl flooring

KITCHEN -

\$ 1,092.00

1. Install sheetrock at ceiling
2. Repair walls and paint
3. Install underlayment, vinyl, and baseboard
4. Repair holes under sink

PINE BLUFF COMMUNITY SERVICE

5. Small pulls on cabinets
6. Seal counter top at wall
7. Small vent hood and cabinet over stove, install fire place to stove
8. Replace light fixture Paint doors and trim
9. Replace 3 door units with locks.

DINING ROOM

1. Sand, clean, and polish floor
2. Paint trim
3. Repair hearth and paint
4. Clean and paint mantel
5. Repair ceiling and paint

\$ 4,246.00

BATHROOM #1

1. Paint walls and ceiling
2. Clean and paint baseboards Seal floor.
3. Fill holes in vanity
4. Install vent/light
5. Clean and paint storage
6. Caulk shower and door casing. Seal at vanity and wall.

\$ 2,291.00

BEDROOM #1-

1. Replace ceiling with sheetrock
2. Refinish entrance and shelves.
3. Replace window casing. Replace door unit on rear wall
4. Paint doors and trim
5. Sand floor and refinish. Repair hearth.

\$ 1,010.00

BEDROOM #2 -

1. Repair and refinish floor
2. Repair and paint ceiling. Repair and paint walls.
3. Clean and paint trim. Refinish mantel and hearth.
4. Replace window casing. Replace door unit on right wall.
5. Refinish entrance, shelves, etc.
6. Replace lights over mantel Replace ceiling fan and light

\$ 3,464.00

BEDROOM #3 -

1. Replace ceiling with sheetrock. Repair and paint walls.
2. Repair walls and paint
3. Replace carpet flooring
4. Replace light fixture
5. Replace window casing. Clean and paint trim. and doors.

\$ 1,447.00

BEDROOM #3 ANNEX

1. Replace sheetrock on ceiling. Install sheetrock on walls.
2. Replace light fixture

\$ 1,735.00

PINE BELT CO. COZ. INC. SERVICE

1. Service carpet
4. Clean and paint doors and trim
5. Replace door locks

FRONT ROOM ADD ON

\$ 890.00

1. Repair ceiling and walls. Paint. Sheetrock over shelves
2. Replace trim at doors
3. Replace light fixture

FRONT RIGHT ROOM

\$ 750.00

1. Clean and paint trim
2. Replace sheetrock ceiling. Repair walls and paint Paint trim.

BATH #2 - 6 X 8

\$ 797.00

1. Repair walls and ceiling. Paint.
2. Replace door unit.
3. Remove flooring and install underlayment, vinyl, and baseboard.
4. Seal around vanity.. Straighten commode.
5. Paint doors and trim.

\$ 435.00

HALL -

1. Replace sheetrock on ceiling
2. Clean and paint doors and trim
3. Install 6 inside corner moldings
4. Clean and polish floor

REAR (OLD PORCH)

\$ 2592.00

1. Replace light fixture
2. Repair walls and ceiling and paint. Install crown mold
3. Install underlayment, vinyl, and baseboard.
4. Paint doors and trim
5. Install weather stripping on exterior door. Replace trim. Install dead bolt
6. Replace door unit at hall.
7. Replace 2 door units.

MECHANICAL

\$ 4500.00

1. Service units. Including cleaning, testing and code compliance.
2. Pressure test gas lines. Test all wall heaters. All units to meet manufacturer's installation specs.

ELECTRICAL

\$ 6500.00

1. Rewire home ,including new exterior service to code.

ATTIC

\$ 1300.00

1. Insulate to R -30

CRAWL SPACE

\$ 600.00

1. Insulate water lines

Main Street Apartments
Apt. # 1303 and Apt. # 1305
North Main St
Hattiesburg MS 39401

I. Exterior A. Front west side B. 1. Caulk all cracks C. 2. Wash and paint building 3. Awning over Apt. 1305 front porch 4. Add fascia and soffit board to entire building 5. Paint front porch of Apt 1303 and 1305 6. Replace exterior lights 7. Replace outside water faucets 8. Install storm doors	\$225.00 \$1680.00 + 200.00 = 1880.00 \$230.00 \$900.00 \$270.00 \$60.00 \$65.00 \$540.00 Total: \$4,170.00
B. South side 1. Remove direct TV disc from wall 2. Caulk, wash and paint wall	\$50.00 \$720.00 + \$200.00 = \$920.00 Total: \$970.00
C. Rear East 1. Repair two rafter end 2. Paint, wash and caulk 3. Replace 40 ft of siding 4. Install storm doors 5. Install back porch lights 6. Replace back doors and frames 7. Remove disconnect box from wall 8. Remove magnolia tree from around back porch 9. Paint porch and steps 10. Install skirting	\$60.00 \$1680.00 + \$200.00 + \$50 = \$1930.00 \$225.00 \$540.00 \$60.00 \$858.00 \$50.00 \$300.00

11. Insulate water pipes	\$270.00 \$1200.00 \$460.00 Total: \$5,953.00
D. North side Wash, caulk and paint	\$728.00 + \$200.00 = \$928.00 Total: \$928.00
E. Roof 1. Replace shingles and any damage wood 2. Repair and paint wood on east gable 3. Replace two 2" boots 4. Replace two 4" boots 5. Repair and paint wood on north gable 6. Replace all drip edge	\$3750.00 \$325.00 \$15.00 \$30.00 \$325.00 \$190.00 Total: \$4635.00
II. Interior of Apt. 1305 A. Living room 1. Repair ceiling and paint 2. Paint walls 3. Replace flooring with carpet or vinyl 4. Install disconnect to hot water heater 5. Repair ceiling in hot water heater closet 6. Paint doors and trim 7. Install ¼ round molding	\$675.00 \$812.00 \$408.00 \$102.00 \$75.00 \$75.00 \$203.00 Total: \$2392.00
B. Hallways 1. Paint walls 2. Paint ceiling 3. Install smoke detectors 4. Install ¼ round molding	\$336.00 \$112.00 \$267.00 \$84.00
C. Bedroom No. 1, northwest corner 1. Paint walls	\$616.00

	2. Paint ceilings 3. Paint doors and trim 4. Install ¼ round molding 5. Replace flooring with carpet or vinyl 6. Paint window casing 7. Install smoke detector	\$320.00 \$75.00 \$168.00 \$288.00 \$75.00 \$267.00 Total: \$1822.00
	D. Bedroom No. 2, northeast corner 1. Paint walls 2. Paint ceiling 3. Paint doors and trim 4. Install ¼ round molding 5. Replace flooring with carpet or vinyl 6. Install smoke detector	\$616.00 \$300.00 \$75.00 \$84.00 \$240.00 \$267.00 Total: 1582.00
	E. Bathroom 1. Repair Flooring 2. Install vinyl flooring 3. Install door stops 4. Paint walls and ceiling 5. Paint door and trim 6. Put new light fixtures in bathroom	\$360.00 \$64.00 \$12.00 \$448.00 \$75.00 \$98.00 Total: \$1057.00
	F. Kitchen 1. Paint walls 2. Paint ceiling 3. Paint doors and trim 4. Install ¼ round molding 5. Add back splash to kitchen cabinets	\$672.00 \$320.00 \$75.00 \$168.00 \$298.00 Total: \$1533.00
	G. General Install heating and cooling unit Inspect electrical wiring Insulate attic	\$1400.00 \$125.00 \$401.00 Total: \$1926.00
III.	Interior of Apt 1303 A. Living room	

1. Repair ceiling and paint 2. Paint walls 3. Re-finish hardwood floor 4. Paint floor and trim leading to bedroom 5. Repair or replace door going to kitchen 6. Replace door stop 7. Replace light fixture	\$675.00 \$812.00 \$816.00 \$65.00 \$245.00 \$15.00 \$30.00 Total: \$2658.00
D. Bedroom No. 1, southeast corner 1. Paint walls 2. Paint ceiling 3. Repair attic access panel 4. Replace flooring with vinyl and under layment 5. Paint window casing 6. Paint closet 7. Replace light fixture 8. Install smoke detector	\$682.00 \$340.00 \$108.00 \$430.00 \$60.00 \$75.00 \$30.00 \$267.00 Total: \$1992.00
E. Kitchen 1. Repair damage boards to floor 2. Replace vinyl 3. Paint walls 4. Paint ceiling 5. Replace light fixture 6. Replace lower cabinets, sink and faucet 7. Repair wall between kitchen and bathroom	\$145.00 \$288.00 \$672.00 \$320.00 \$30.00 \$1184.00 \$80.00 Total: \$2719.00
D. Hallway 1. Paint ceiling 2. Paint walls 3. Replace flooring with vinyl 4. Replace smoke detector	\$112.00 \$192.00 \$64.00 \$267.00 Total: \$635.00
E. Bathroom 1. Repair damaged wood on	\$360.00

floor 2. New vanity and faucet 3. Replace toilet 4. Paint ceiling 5. paint walls 6. Replace bath tub 7. Replace faucet in bath tub 8. Replace door to bathroom 9. Repair beam under floor	\$268.00 \$375.00 \$112.00 \$336.00 \$500.00 \$112.00 \$244.00 \$320.00 Total: \$2627.00
F. Bedroom No. 2, southeast corner 1. Paint ceiling 2. Repair hole in wall 3. Paint wall 4. Re-finish hardwood floor or cover with vinyl 5. Replace bedroom door 6. Paint window casing 7. Replace light fixture 8. Install smoke detector	\$300.00 \$35.00 \$616.00 \$480.00 \$244.00 \$60.00 \$30.00 \$267.00 Total: \$2032.00
G. General Install heating and cooling unit Remove and replace all ¼ round molding Inspect electrical wiring Insulate attic	\$1400.00 \$707.00 \$125.00 \$401.00 Total: \$2633.00
Estimated Total Cost:	\$42,975.00



City of Hattiesburg, MS

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

Master

File Number: 2011-0153

File ID: 2011-0153

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 10/11/2011

Brief Title: Breakthrough Community Services CDBG
Emergency Repair Subrecipient

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/145

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

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: BCS EMERGENCY Repair Subrecipient 2011, BCS
EMERGENCY Repair Subrecipient 2011 executed

Enactment Number:

Contact:

Meeting Date:

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Franklyn Tate	Approve	10/13/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Council Member Naylor, seconded by Council Member Delgado, to Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program {Entitlement}. There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0153

Title

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

Summary

Breakthrough Community Services to perform Emergency Repairs on a minimum of six (6) homeowner occupied houses for up to \$10,000 per house, not to exceed \$60,000.

Budget Information

CDBG Entitlement

Expenditure Type

Purchasing Item

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 18th day of October, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed \$10,000.00 per project for a minimum of six (6) projects, and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the 31st day of December 2012, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of \$410.00 per project, payable to the subrecipient upon successful completion of each unit.

Activities in such program must be eligible under the Community Development Block Grant Program.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the City of Hattiesburg will provide case management and reimburse up to \$10,000 per project for associated expenses, including a flat fee of \$410.00 for project delivery. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	October 18, 2011 – December 31, 2012

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract

termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 18th day of October, 2011, and end on the 31st day, December, 2012. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to \$5,000 and \$10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	\$5,000 Project	\$10,000 Project	Total Max
Project Delivery	\$410.00	\$410.00	\$4,920.00
Materials & Contractors	\$4,590.00	\$9,590.00	\$57,540.00
Total Costs	\$5,000.00	\$10,000.00	\$60,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00 per project. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee Breakthrough Community Services
City of Hattiesburg
Federal & State Programs Director
CDBG
601-545-4590
601-554-1006
Warren Carter, Executive Director
1313 Country Club Road
Hattiesburg, MS 39401
Phone: (601) 582-3475
Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the \$10,000 cap per unit or the \$60,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban

Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items

utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support

provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with

any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the

Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth

the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of

Labor in accordance with the Davis-Bacon Act as amended, the provisions of
Contract: Work Hours and Safety Standards Act, the Copeland "Anti-

Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project

assisted under a program providing direct Federal financial
from HUD and is subject to the requirements of Section 3

of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of any Federal contract, grant, loan ,
or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious

interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

Clean Air Act, 42 U.S.C., 7401, et seq..

Federal Water Pollution Control Act, as amended, 33 U.S.C.

1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation

requirements set forth in the National Historic Preservation Act of 1966,
as amended and the procedures set forth in 36 CFR, Part 800, Advisory

Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi Breakthrough Community
Services

By: _____ By: _____
Johnny L. DuPree, Mayor Warren Carter

Date: _____ Date: _____

Attest: _____ Attest: _____
Eddie Myers
City Clerk

Date: _____ Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 18th day of October, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed **\$10,000.00 per project for a minimum of six (6) projects, and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of December 2012, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of \$410.00 per project, payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the City of Hattiesburg will provide case management and reimburse up to \$10,000 per project for associated expenses, including a flat fee of \$410.00 for project delivery. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	October 18, 2011 – December 31, 2012

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 18th day of October, 2011, and end on the 31st day, December, 2012. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the “Per Project” budgets below are example guidelines for sample projects with costs of up to \$5,000 and \$10,000, respectively. The “Total Cost” amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	<u>\$5,000 Project</u>	<u>\$10,000 Project</u>	<u>Total Max</u>
Project Delivery	\$410.00	\$410.00	\$4,920.00
Materials & Contractors	\$4,590.00	\$9,590.00	\$57,540.00
Total Costs	\$5,000.00	\$10,000.00	\$60,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient’s financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Warren Carter, Executive Director 1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the \$10,000 cap per unit or the \$60,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban

Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support

provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the

Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-

Kickback” Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3

of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers’ representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory

Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

**Breakthrough Community
Services**

By: _____
Johnny L. DuPree, Mayor

By: _____
Warren Carter

Date: _____

Date: _____

Attest: _____
Eddie Myers
City Clerk

Attest: _____

Date: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 18th day of October, 2011 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed **\$10,000.00 per project for a minimum of six (6) projects, and not to exceed a total amount of \$60,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling. This agreement shall terminate on or before the 31st day of December 2012, unless amended by written instrument as provided for herein.**

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of \$410.00 per project, payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the City of Hattiesburg will provide case management and reimburse up to \$10,000 per project for associated expenses, including a flat fee of \$410.00 for project delivery. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	October 18, 2011 – December 31, 2012

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 18th day of October, 2011, and end on the 31st day, December, 2012. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

It is understood that project costs by line item below may vary depending on the scope of each project undertaken. As such, the "Per Project" budgets below are example guidelines for sample projects with costs of up to \$5,000 and \$10,000, respectively. The "Total Cost" amounts by line item are firm, and variances to these amounts up to 10% require written approval from the Director of the Department of Federal & State Programs. Cumulative variances to line items of more than 10% over the life of this agreement will require a formal agreement amendment.

	<u>\$5,000 Project</u>	<u>\$10,000 Project</u>	<u>Total Max</u>
Project Delivery	\$410.00	\$410.00	\$4,920.00
Materials & Contractors	\$4,590.00	\$9,590.00	\$57,540.00
Total Costs	\$5,000.00	\$10,000.00	\$60,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Warren Carter, Executive Director 1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the \$10,000 cap per unit or the \$60,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban

Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support

provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the

Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-

Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3

of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI.

ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq..
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory

Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

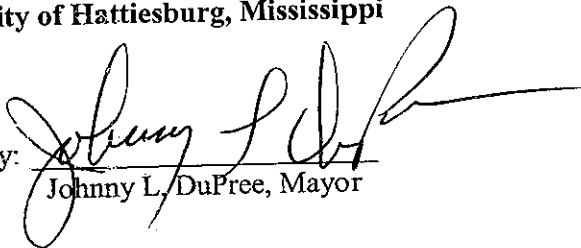
XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

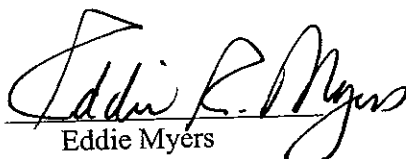
IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Mayor

Date: 10-18-11

Attest: 
Eddie Myers
City Clerk

Date: 10-18-11

Breakthrough Community Services

By: _____
Warren Carter

Date: _____

Attest: _____

Date: _____



City of Hattiesburg, MS

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

Master

File Number: 2011-0157

File ID: 2011-0157

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 10/11/2011

Brief Title: W 4th St Imp Project Summary of Recommended Values

Final Action: 10/18/2011

Minute Book Number: MB 2011-6/145-146

Title: Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcel Nos. 2-028J-08-013.00, 2-028I-08-243.00, 2-028I-08-310.00, 2-028I-08-242.00, 2-028I-08-435.00, 2-028I-08-327.00, 2-028I-08-434.00 for the West 4th Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: W 4th St Imp Project Property Values

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Bert Kuyrkendall	Approve	10/13/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approve				Pass
	Action Text: A motion was made by Council Member Naylor, seconded by Vice President Ware, to Approve to Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcel Nos. 2-028J-08-013.00, 2-028I-08-243.00, 2-028I-08-310.00, 2-028I-08-242.00, 2-028I-08-435.00, 2-028I-08-327.00, 2-028I-08-434.00 for the West 4th Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000. There being no discussion, the MOTION received the affirmative vote of the Council as follows: Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0157

Title

Acknowledge receipt of, and Authorize offer of Summary of Recommended Values for Parcel Nos. 2-028J-08-013.00, 2-028I-08-243.00, 2-028I-08-310.00, 2-028I-08-242.00, 2-028I-08-435.00, 2-028I-08-327.00, 2-028I-08-434.00 for the West 4th Street Improvement Project No. HPP-8750-00(003) LPA/104873-801000.

Summary

Summary of Recommended Values for W 4th St Improvement Project No. HPP-8750-00(003)LPA/104873-801000

Staff Recommendation

Acknowledge & Authorize

Budget Information

072201.7000

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

ATTORNEYS AT LAW

MILBRANCH OFFICE PARK
140 MAYFAIR RD., SUITE 700
HATTIESBURG, MISSISSIPPI 39402

TELEPHONE: 601 264-3314
FACSIMILE: 601 261-3411

JACK H. PITTMAN
CHRISTOPHER M. HOWDESHELL
DONALD E. HINTON, JR.*
KARL C. HIGHTOWER

*ALSO ADMITTED IN ALABAMA

R. KEITH BALL, JR.
BENJAMIN A. SNOW

October 5, 2011

REPLY TO:
P.O. DRAWER 17138
HATTIESBURG, MS 39404-7138

Mr. Craig Dearman
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: West Fourth Street Improvement Project
Project No. HPP-8750-00(003) LPA/104873-801000

Dear Mr. Dearman:

Please find enclosed herein a copy of an appraisal and review appraisal for the following parcels involved in the above-referenced project (as identified by tax parcel number):

2-028J-08-013.00	SFT, LP;
2-028I-08-243.00	George Trotter, et ux;
2-028I-08-310.00	Betty McPhail, et al;
2-028I-08-242.00	Lucille Reed;
2-028I-08-435.00	Marilyn Dillistone;
2-028I-08-327.00	Troy Hinton, et ux; and
2-028I-08-434.00	Douglas Thornton;

Please also find enclosed herein a Summary of Recommended Values for these parcels, which is based on the appraisal and review appraisal amounts. Please present these documents to the City Council for consideration and adoption of an amount the Council believes is just compensation for each parcel. Please be advised that federal regulations require said amount not be less than the review appraisal or approved appraisal amount. Once the amounts have been adopted by the City, please notify me

Mr. Craig Dearman
City of Hattiesburg
Engineering Department
Page Two
October 5, 2011

accordingly, and I will proceed with forwarding fair market value offers.

Please call should you have any questions.

Respectfully,

PITTMAN, HOWDESHELL,
HINTON & HIGHTOWER, PLLC

A handwritten signature in black ink, appearing to read "C. M. Howdeshell", written over the printed name.

Christopher M. Howdeshell

CMH:bws

Enclosures

Copy (w/o encl.) to: Mr. Geoffrey Crosby

West Fourth Street Project
Project No. HPP-8750-00(003) LPA/104873-801000
Summary of Recommended Values
(For review purposes only)

	Parcel No.	Owner	Acquisition Area	Recommended Value	Recommended Total Value
1	2-028J-08-013.00	SET, LP	520 s.f. (perm) 1,543 s.f. (easement)	\$3.50 p.s.f. (perm.) \$0.88 p.s.f. (easement)	\$ 5,400.00 (includes \$4,042.00 in damages)
2	2-028I-08-243.00	George Trotter, et ux	533 s.f. (perm.) 1,412 s.f. (temp.)	\$1.00 p.s.f. (perm.) \$0.50 p.s.f. (temp.)	\$1,250.00 (includes \$706.00 in damages)
3	2-028I-08-310.00	Betty McPhail, et al	663 s.f. (perm.) 1,705 s.f. (temp.)	\$1.00 p.s.f. (perm.) \$0.50 p.s.f. (temp.)	\$1,600.00 (includes \$853.00 in damages)
4	2-028I-08-242.00	Lucille Reed	663 s.f. (perm.) 1,705 s.f. (temp.)	\$1.00 p.s.f. (perm.) \$0.50 p.s.f. (temp.)	\$1,500.00 (includes \$853.00 in damages)
5	2-028I-08-435.00	Marilyn Dillistone	115 s.f. (perm.) 1,142 s.f. (temp.)	\$3.50 p.s.f. (perm.) \$1.75 p.s.f. (temp.)	\$2,400.00 (includes \$1,998.00 in damages)
6	2-028I-08-327.00	Troy Hinton, et ux	1,299 s.f. (perm.)	\$3.50 p.s.f. (perm.)	\$4,600.00
7	2-028I-08-434.00	Douglas Thornton	661 s.f. (perm.)	\$3.50 p.s.f. (perm.)	\$2,300.00



City of Hattiesburg, MS

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

Master

File Number: 2011-0145

File ID: 2011-0145

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost: \$2,490.00

File Created: 10/07/2011

Brief Title: R.J. Young contract for copier in Clerk's office 2nd floor

Final Action:

Minute Book Number: MB 2011-6/147

Title: Authorize Mayor to execute annual Maintenance Agreement with R.J. Young for a copier located in City Hall, 2nd floor/City Clerk's office.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: R.J. Young Agreement

Enactment Number:

Contact: Marilyn Schwandt

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6	10/11/2011	Eddie Myers	Approve	10/11/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote							

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

TEL-No Vote: 0

Text of Legislative File 2011-0145

Title

Authorize Mayor to execute annual Maintenance Agreement with R.J. Young for a copier located in City Hall, 2nd floor/City Clerk's office.

Summary

Budget Information

Annual maintenance contract. 001040.6365

Expenditure Type

Purchasing Item

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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set up Meter Reading
at no additional cost!
1-800-347-1955

ID# 406AG

INVOICE NO
241688 1INVOICE DATE
09/23/11TERMS: NET DUE
UPON RECEIPTB
I
L
L
T
O

CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39401

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROGRAM TYPE
RM0336	IR657 SLP11451	SM	16CG03	SY4

DATE 09/27/10 PREVIOUS METER 640181 DATE 09/23/11 CURRENT METER 790181

INVOICE PERIOD 09/22/11 TO 09/22/12

QUANTITY	CODE NO.	DESCRIPTION	AMOUNT
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1	1CAZAA	SMP MINIMUM	2,490.00
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SUPPLY MAINTENANCE-PARTS, LABOR &
SUPPLIES (NO PAPER) (YEARLY WITH OVERAGE)
150000 Contracted

SUBTOTAL
2,490.00

TOTAL DUE
2,490.00

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CITY OF HATTIESBURG CITY
CLERKS OFFICE-CITY HALL
200 FORREST STREET
HATTIESBURG MS
39401

R
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RJ YOUNG COMPANY
P O BOX 40963
NASHVILLE TN 37204

COMMENTS:

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: 2011-0176

File ID: 2011-0176

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference: 2011-6/147

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/12/2011

Brief Title: Contract renewal with Donald P. McCrory

Final Action:

Minute Book Number:

Title: Authorize renewal of professional service agreement with Donald P. McCrory as the MS Taskforce 3 Coordinator(formerly SE-1RRT Planner) (nunc pro tunc).

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Agree D McCrory, Agree D McCrory executed

Enactment Number:

Contact: Robert Pickering

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6		Eddie Myers		

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
	Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote						

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

TEL-No Vote: 0

Text of Legislative File 2011-0176

Title

Authorize renewal of professional service agreement with Donald P. McCrory as the MS Taskforce 3 Coordinator(formerly SE-1RRT Planner)
(nunc pro tunc).

Summary

Budget Information

Expenditure Type

Purchasing Item

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICE AGREEMENT, between Donald P. McCrory hereinafter referred to as Contractor and MS Taskforce 3 Coordinator, and the City of Hattiesburg, hereinafter referred to as City.

TERM OF EMPLOYMENT. Subject to the provisions for termination set forth below this agreement will be retroactive to 1 July 2011 and be in effect until termination by either party.

SALARY. For and in consideration for providing said services as set out herein the City of Hattiesburg shall pay a salary in the amount of \$27.00 per hour, not to exceed \$45,000.00 annually to be paid over a period of time payable at regular payroll periods. An invoice, indicating hours worked and any reimbursable expense shall be presented to the Contracting Officer's Representative (COR) who will validate the invoice and forward to the appropriate department for payment.

Due to said agreement being one for professional services/independent contractor agreement the City of Hattiesburg will not deduct or withhold any taxes, PICA or other deductions. As an independent contractor you will not be entitled to any fringe benefits, such as unemployment insurance, medical insurance, pension plans (PERS), or other such benefits that would be offered to regular employees.

As the MS Taskforce 3 Coordinator I hereby understand and agree that I will be responsible for carrying out certain duties and meet established deadlines as mandated below and as may be required based upon changes in federal, state, and local guidelines.

DUTIES AND POSITION. The MS Taskforce 3 Coordinator's responsibilities and duties shall include but may not be limited to:

- Shall follow the policies and guidance as established by the Southeast 1 Regional Response Team Leadership under the "day-to-day" supervision of the Southeast 1 Regional Response Team Leader, MS Taskforce 3 Leader and the MS Office of Homeland Security.
- Preparation and administration of proposals, grants and/or agreements related to specific programs.
- Shall coordinate the equipment purchases of the agency members of the TF-3, and shall track the grants and the related purchasing/reimbursement processes.
- Shall regularly communicate the status of the grants, and the purchasing/reimbursement processes to the SE-1 RRT Council, TF-3 Leadership and MOHS.

- Shall regularly communicate with all the agency members of the TF-3 to maintain an understanding of their needs and expectations.
- Shall be readily available to all the agency members of the TF-3, and shall assist these members in the preparation, development, and drafting of operational procedures and/or plans.
- Shall attend and maintain records of the TF-3 meetings and the regional meetings involving Homeland Security and/or other RRTs in the state.
- Shall communicate with the nine surrounding counties within SE-1 RRT's immediate response area and the 27 counties within TF-3's immediate response area.
- Shall, consistent with established standards, determine the ability of the law enforcement, fire departments, emergency medical services, public works agencies, emergency management, and possibly other entities within the surrounding nine counties or the 27 counties in TF-3 to respond to and assist with a major Chemical, Biological, Radiological, Nuclear, and/or Explosive (CBRNE) incident in their jurisdiction.
- Shall maintain the appropriate and required records system to record and retrieve data related to all of the above listed duties, and as may be required by government regulations.
- Shall work closely with and coordinate with the SE-1 RRT Leader, SW-2 RRT Leader, South Mississippi RRT Leader and the TF-3 Leader to assure that the all budgets and grants are properly administered and recorded.
- Shall maintain records and scheduling of any equipment maintenance and/or required calibrations.
- Any other duties as assigned by the TF-3 Leader, a TF-3 RRT Leader or MOHS.

REIMBURSEMENT OF EXPENSES. The Coordinator may incur reasonable expenses in furtherance of said duties, including travel and educational expenses, which must be previously approved by the TF Leader, or his designated representative, in order to qualify for reimbursement and upon submission for said claim an itemized account is required.

TERMINATION OF AGREEMENT. Without cause the City may terminate this agreement at any time upon 30 days written notice to the contractor. If the City requests, said contractor will continue to perform his/her duties and be paid his/her regular salary up to the date of termination. Without cause the contractor may terminate employment upon 30 days written notice to the City. Contractor may be required to

perform his or her duties and will be paid the regular salary to the date of termination.

DEATH BENEFIT. Should contractor die during the term of said contract, the City shall pay to contractor's estate any compensation due through the pay period in which death occurred.

ASSISTANCE IN LITIGATION. Contractor shall upon reasonable notice, furnish such information and proper assistance to the City as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after termination of this agreement.

SETTLEMENT BY ARBITRATION. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

LIMITED EFFECT OF WAIVER BY CITY. Should City waive breach of any provision of this agreement by the contractor, that waiver will not operate or be construed as a waiver of further breach by the City.

SEVERABILITY. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ORAL MODIFICATION NOT BINDING. This instrument is the entire agreement of the City and the Contractor. Oral changes shall have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

SIGNED this the _____

CONTRACTOR/PLANNER

JOHNNY L. DUPREE, MAYOR
City of Hattiesburg

(ATTESTED)

EDDIE MYERS, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICE AGREEMENT, between Donald P. McCrory hereinafter referred to as Contractor and MS Taskforce 3 Coordinator, and the City of Hattiesburg, hereinafter referred to as City.

TERM OF EMPLOYMENT. Subject to the provisions for termination set forth below this agreement will be retroactive to 1 July 2011 and be in effect until termination by either party.

SALARY. For and in consideration for providing said services as set out herein the City of Hattiesburg shall pay a salary in the amount of \$27.00 per hour, not to exceed \$45,000.00 annually to be paid over a period of time payable at regular payroll periods. An invoice, indicating hours worked and any reimbursable expense shall be presented to the Contracting Officer's Representative (COR) who will validate the invoice and forward to the appropriate department for payment.

Due to said agreement being one for professional services/independent contractor agreement the City of Hattiesburg will not deduct or withhold any taxes, PICA or other deductions. As an independent contractor you will not be entitled to any fringe benefits, such as unemployment insurance, medical insurance, pension plans (PERS), or other such benefits that would be offered to regular employees.

As the MS Taskforce 3 Coordinator I hereby understand and agree that I will be responsible for carrying out certain duties and meet established deadlines as mandated below and as may be required based upon changes in federal, state, and local guidelines.

DUTIES AND POSITION. The MS Taskforce 3 Coordinator's responsibilities and duties shall include but may not be limited to:

- Shall follow the policies and guidance as established by the Southeast 1 Regional Response Team Leadership under the "day-to-day" supervision of the Southeast 1 Regional Response Team Leader, MS Taskforce 3 Leader and the MS Office of Homeland Security.
- Preparation and administration of proposals, grants and/or agreements related to specific programs.
- Shall coordinate the equipment purchases of the agency members of the TF-3, and shall track the grants and the related purchasing/reimbursement processes.
- Shall regularly communicate the status of the grants, and the purchasing/reimbursement processes to the SE-1 RRT Council, TF-3 Leadership and MOHS.

- Shall regularly communicate with all the agency members of the TF-3 to maintain an understanding of their needs and expectations.
- Shall be readily available to all the agency members of the TF-3, and shall assist these members in the preparation, development, and drafting of operational procedures and/or plans.
- Shall attend and maintain records of the TF-3 meetings and the regional meetings involving Homeland Security and/or other RRTs in the state.
- Shall communicate with the nine surrounding counties within SE-1 RRT's immediate response area and the 27 counties within TF-3's immediate response area.
- Shall, consistent with established standards, determine the ability of the law enforcement, fire departments, emergency medical services, public works agencies, emergency management, and possibly other entities within the surrounding nine counties or the 27 counties in TF-3 to respond to and assist with a major Chemical, Biological, Radiological, Nuclear, and/or Explosive (CBRNE) incident in their jurisdiction.
- Shall maintain the appropriate and required records system to record and retrieve data related to all of the above listed duties, and as may be required by government regulations.
- Shall work closely with and coordinate with the SE-1 RRT Leader, SW-2 RRT Leader, South Mississippi RRT Leader and the TF-3 Leader to assure that the all budgets and grants are properly administered and recorded.
- Shall maintain records and scheduling of any equipment maintenance and/or required calibrations.
- Any other duties as assigned by the TF-3 Leader, a TF-3 RRT Leader or MOHS.

REIMBURSEMENT OF EXPENSES. The Coordinator may incur reasonable expenses in furtherance of said duties, including travel and educational expenses, which must be previously approved by the TF Leader, or his designated representative, in order to qualify for reimbursement and upon submission for said claim an itemized account is required.

TERMINATION OF AGREEMENT. Without cause the City may terminate this agreement at any time upon 30 days written notice to the contractor. If the City requests, said contractor will continue to perform his/her duties and be paid his/her regular salary up to the date of termination. Without cause the contractor may terminate employment upon 30 days written notice to the City. Contractor may be required to

perform his or her duties and will be paid the regular salary to the date of termination.

DEATH BENEFIT. Should contractor die during the term of said contract, the City shall pay to contractor's estate any compensation due through the pay period in which death occurred.

ASSISTANCE IN LITIGATION. Contractor shall upon reasonable notice, furnish such information and proper assistance to the City as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after termination of this agreement.

SETTLEMENT BY ARBITRATION. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

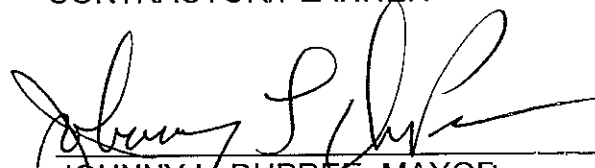
LIMITED EFFECT OF WAIVER BY CITY. Should City waive breach of any provision of this agreement by the contractor, that waiver will not operate or be construed as a waiver of further breach by the City.

SEVERABILITY. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ORAL MODIFICATION NOT BINDING. This instrument is the entire agreement of the City and the Contractor. Oral changes shall have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

SIGNED this the 18th day of October, 2011.

CONTRACTOR/PLANNER



JOHNNY L. DUPREE, MAYOR
City of Hattiesburg

(ATTESTED)



EDDIE MYERS, CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2011-0164

File ID: 2011-0164

Type: Regular Agenda Item

Status: Approved

Version: 4

Reference:

In Control: City Council

Requester: Pattie Brantley

Cost:

File Created: 10/11/2011

Brief Title: Appeal Public Notice Set - 101 Mixon Street

Final Action:

Minute Book Number: MB 2011-6/147

Title: Acknowledge receipt of letter appealing the Planning Commission's recommendation for the petition filed by Eric Lang, P.E. on behalf of Marc Jaffe, Southern Recycling, LLC, owner, to allow a Use Permit Upon Review for a "Junk Yard" in an I-1(Light Industrial) District, for certain property located at 101 Mixon Street (Parcel # 19-572-1-4, PPIN 20719, Ward 2); (Hattiesburg Planning Commission recommended to DENY on October 5, 2011), set a public hearing before Council on November 21, 2011 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Southen Recycling appeal and pn.pdf

Enactment Number:

Contact:

Meeting Date:

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
4	City Council	10/18/2011	Approved on the Routine Agenda				Pass

Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote

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

TEL-No Vote: 0

Text of Legislative File 2011-0164

Title

Acknowledge receipt of letter appealing the Planning Commission's recommendation for the petition filed by Eric Lang, P.E. on behalf of Marc Jaffe, Southern Recycling, LLC, owner, to allow a Use Permit Upon Review for a "Junk Yard" in an I-1(Light Industrial) District, for certain property located at 101 Mixon Street (Parcel # 19-572-1-4, PPIN 20719, Ward 2); (Hattiesburg Planning Commission recommended to DENY on October 5, 2011), set a public hearing before Council on November 21, 2011 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Summary

Appeal Public Hearing Set - 101 Mixon Street

Budget Information

Expenditure Type

Purchasing Item



Send to:
Lisa Reid, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.554.1031 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	October 10, 2011
Planning Commission Meeting Date:	October 5, 2011
<i>(Appeals must be made within ten consecutive days of the recommendation)</i>	
Name of Property Owner/Petitioner:	Southern Recycling LLC
Name of Person Requesting Appeal Hearing:	Marc Jaffe
Mailing Address of Person Requesting Appeal Hearing:	1000 South Myrick Pensacola, FL 32505
Address of Petitioned Property:	101 Mixon Street
Petitioner's Request of the Planning Commission:	Use Permit for a Recycling Yard in I-4 District in order for them to locate a recycling plant at this location
Planning Commission's Recommendation:	Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

Southern Recycling LLC
Petitioner (signature)

By Marc Jaffe
Petitioner (signature)

FILED

OCT 13 2011

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

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Eric Lang, P.E. on behalf of Marc Jaffe, Southern Recycling, LLC, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "Junk Yard" in an I-1(Light Industrial) District, for certain property located at 101 Mixon Street (Parcel # 19-572-1-4, PPIN 20719, Ward 2), said property being more particularly described as follows, to-wit:

ALL OF LOTS 9, 10 & 11 AND THE EAST 11.10 FEET OF LOT 1 OF BLOCK 1 OF THE SUBDIVISION OR ADDITION TO THE CITY OF HATTIESBURG AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

After hearing, the Hattiesburg Planning Commission recommend that the petition be DENIED, and Marc Jaffe, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4 P.M., Monday, November 21, 2011 in the City Hall Building, 2nd Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 18th day of October, A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, October 28, 2011
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2011-0147

File ID: 2011-0147

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/10/2011

Brief Title: Ack. letter from AG office for Interlocal Agreement

Final Action:

Minute Book Number: MB 2011-6/147

Title: Acknowledge receipt of letter from Attorney General's Office approving the Interlocal Agreement between City of Hattiesburg and City of Petal to provide Crime Scene Unit Assistance authorized at MB2011-5/27-29.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Ack letter AG office

Enactment Number:

Contact: Eddie Myers

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6	10/11/2011	Eddie Myers	Approve	10/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass

Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote

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

TEL-No Vote: 0

Text of Legislative File 2011-0147

Title

Acknowledge receipt of letter from Attorney General's Office approving the Interlocal Agreement between City of Hattiesburg and City of Petal to provide Crime Scene Unit Assistance authorized at MB2011-5/27-29.

Summary

Budget Information

Expenditure Type

Purchasing Item

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 21, 2011

Marilyn Schwandt
Deputy Clerk
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Interlocal Agreement Between the City of Hattiesburg and the City of Petal
to Provide Crime Scene Unit Assistance

Dear Ms. Schwandt:

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement. We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find that the agreement is in proper form and is hereby approved. Prior to becoming effective, in addition to being executed by the appropriate authorities and receiving the approval of this office, the agreement must be filed with the Chancery Clerk of Forrest County and with the Secretary of State.

Sincerely,

James Y. Dale
Special Assistant Attorney General



City of Hattiesburg, MS

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

Master

File Number: 2011-0142

File ID: 2011-0142

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/06/2011

Brief Title: Acknowledge

Final Action:

Minute Book Number: MB 2011-6/147

Title: Acknowledge Solid Waste Revenues and Expenditures Report for the fiscal year ending September 30, 2011 and authorize publication of same.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: PBSW Rev & Exp

Enactment Number:

Contact: Eddie Myers

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6		Eddie Myers	Escalated	10/10/2011
1	7	10/13/2011	Debbie Bernardo	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote							

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

TEL-No Vote: 0

Text of Legislative File 2011-0142

Title

Acknowledge Solid Waste Revenues and Expenditures Report for the fiscal year ending September 30, 2011 and authorize publication of same.

Summary

Budget Information

Expenditure Type

Purchasing Item

CITY OF HATTIESBURG, MISSISSIPPI

Report of Solid Waste Revenues & Expenditures - Cash Basis

Fiscal Year Ending September 30, 2011

(Pursuant to Ms. Code Section 17-17-348)

Revenues:

Solid Waste Collection and Disposal User Charges Collected	\$2,081,924
Solid Waste Franchise revenues	135,222
Millage Supplement	110,845
Total Revenues	<u>\$2,327,991</u>

Expenditures:

Personnel:	
Wages	755,392
State Retirement	90,648
FICA Taxes	57,056
Hospital Insurance	158,364
Workers Comp/Unemployment Taxes	157,059
Total Personnel	1,218,519
Supplies:	
Fuel & Lubricants	229,910
Motor Vehicle Repair Parts	59,198
Chemicals	
Hand Tools	1,240
Other Operating Supplies	10,892
Total Supplies	301,240
Other Services & Charges:	
Tipping Fees	719,698
Motor Vehicle Repairs (Outside Labor)	62,322
Uniform Rent	10,627
Tow-In Charges	2,000
Other Services & Charges	13,585
Total Other Services & Charges	808,232
Capital Outlays	
Total Expenditures	<u>\$2,327,991</u>

The City has contracted with the following companies/governmental entities for garbage disposal services for the Fiscal Year ended September 30, 2011:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	\$427,139
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	\$208,842



City of Hattiesburg, MS

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

Master

File Number: 2011-0144

File ID: 2011-0144

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost: \$189,486.00

File Created: 10/06/2011

Brief Title: Rowan Safe Routes to School Award Contractor Bid

Final Action:

Minute Book Number: MB 2011-6/147

Title:

Acknowledge bids received on October 6, 2011 for Rowan Safe Routes to School, MDOT No. SRSP0210-00(019)LPA/105810-401000 and accept bid from RJM-McQueen Contracting, Inc. in the amount of \$189,486.00 as the best and lowest bid received.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Rowan Elementary Safe Routes to School Award Contractor Bid, 11 10 18 NS Rowan SRTS Letter, 11 10 18 Rowan SRTS Bid Tab

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Bert Kuyrkendall	Approve	10/11/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
	Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0144

Title

Acknowledge bids received on October 6, 2011 for Rowan Safe Routes to School, MDOT No. SRSP0210-00(019)LPA/105810-401000 and accept bid from RJM-McQueen Contracting, Inc. in the amount of \$189,486.00 as the best and lowest bid received.

Summary

Acknowledge

Budget Information

072201.7225.02

Staff Recommendation

[Enter Staff Recommendation Here Without Parentheses]

Expenditure Type

MDOT

Purchasing Item

Sealed Bid



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

TO: Mayor Johnny L. DuPree, Ph.D.

FROM: Bert R. Kuyrkendall, P.E., Director of Engineering

DATE: October 6, 2011

RE: Rowan Safe Routes to School
Project No. SRSP0210-00(019)LPA/105810-401000

After careful review of the bids received on October 6, 2011 for the above referenced project, I recommend accepting the bid of RJM-McQueen Contracting, Inc., in the amount of \$189,486.00 as the lowest and best bid, subject to the concurrence of the Mississippi Department of Transportation (MDOT).

If you need further information, please call me at 601-545-4540.

BK/st

October 6, 2011
N-S Project No. 7810-01

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: SAFE ROUTES TO SCHOOL – ROWAN SIDEWALK PROJECT
MDOT PROJECT NO. SRSP 0210-00(019) LPA/105810-401000
CITY OF HATTIESBURG, MS

Dear Mayor DuPree:

Enclosed for your records are one (1) original and two (2) copies of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were eight bids submitted, opened and read at the bid opening on October 6, 2011. Upon review and tabulation of the bids received and opened, the bid of RJM-McQueen Contracting, Inc., in the amount of \$189,486.00 was determined to be the apparent low bidder.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by RJM-McQueen Contracting, Inc., and award the project, subject to the concurrence of the Mississippi Department of Transportation (MDOT), to the best and lowest bidder.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.

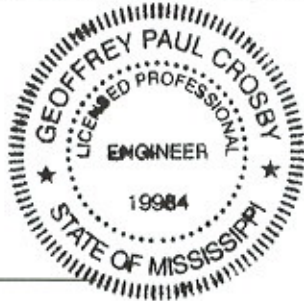
Attachments

BID TABULATION
City of Hattiesburg, Mississippi
Project No.SRSP 0210-00(019) 105810-401000
Safe Routes to School - Rowan Sidewalk Project
October 6, 2011 @ 10:00 a.m.

Safe Routes to School - Rowan Sidewalk Project NS.7810-01				Engineers Estimate		RJM - McQueen Contracting, Inc. 12 McQueen Lane Collins, MS 39428		Simmons Erosion Control 6690 Steve Lee Drive Lake, MS 39092		D & D Construction 9180 Highway 198 East Lucedale, MS 39452		Casablance Construction, Inc. 9 Thomas Lane Hattiesburg, MS 39402-7911		Twin L Construction 8292 Firetower Road Pass Christian, MS 39571		Jay Bearden Construction, Inc. Post Office Box 180428 Ridgeland, MS 39218		Broome Construction 1620 Adeline Street, Suite D Hattiesburg, MS 39401		John C Nelson 406 Hemphill Street Hattiesburg, MS 39401	
Pay Item	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																					
201-A001	CLEARING AND GRUBBING	LUMP SUM	1	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$6,277.00	\$6,277.00	\$5,000.00	\$5,000.00	\$4,754.00	\$4,754.00	\$3,795.00	\$3,795.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00
202-A001	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$6,277.00	\$6,277.00	\$5,000.00	\$5,000.00	\$5,088.00	\$5,088.00	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00
202-B035	REMOVAL OF CONCRETE SIDEWALKS	SQ. YD	38	\$10.00	\$380.00	\$20.00	\$760.00	\$10.50	\$399.00	\$12.00	\$456.00	\$17.77	\$675.26	\$11.40	\$433.20	\$13.00	\$494.00	\$10.00	\$380.00	\$18.00	\$684.00
202-B057	REMOVAL OF INLETS, ALL SIZES	EACH	1	\$400.00	\$400.00	\$400.00	\$400.00	\$570.00	\$570.00	\$500.00	\$500.00	\$205.00	\$205.00	\$200.00	\$200.00	\$800.00	\$800.00	\$500.00	\$500.00	\$500.00	\$500.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LIN. FT	60	\$10.00	\$600.00	\$8.00	\$480.00	\$17.25	\$1,035.00	\$10.00	\$600.00	\$5.58	\$334.80	\$12.00	\$720.00	\$20.00	\$1,200.00	\$10.00	\$600.00	\$15.00	\$900.00
202-B078	REMOVAL OF PAYMENT, ALL TYPES AND DEPTHS	LIN. FT	620	\$9.00	\$5,580.00	\$11.00	\$6,820.00	\$16.50	\$10,230.00	\$10.00	\$6,200.00	\$8.70	\$5,394.00	\$20.50	\$12,710.00	\$3.50	\$2,170.00	\$10.00	\$6,200.00	\$18.00	\$11,160.00
202-B093	REMOVAL OF CURB & GUTTER, ALL TYPES	LIN. FT	670	\$6.00	\$4,020.00	\$11.50	\$7,705.00	\$4.50	\$3,015.00	\$6.00	\$4,020.00	\$7.74	\$5,185.80	\$8.00	\$5,360.00	\$5.00	\$3,350.00	\$3.00	\$2,010.00	\$8.00	\$5,360.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD	200	\$7.00	\$1,400.00	\$20.00	\$4,000.00	\$9.75	\$1,950.00	\$12.00	\$2,400.00	\$20.00	\$4,000.00	\$6.00	\$1,200.00	\$6.00	\$1,200.00	\$12.00	\$2,400.00	\$8.00	\$1,600.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD	300	\$18.00	\$5,400.00	\$22.00	\$6,600.00	\$20.50	\$6,150.00	\$15.00	\$4,500.00	\$51.27	\$15,381.00	\$14.00	\$4,200.00	\$15.00	\$4,500.00	\$15.00	\$4,500.00	\$12.00	\$3,600.00
203-G003	EXCESS EXCAVATION, FM, AH	CU. YD	150	\$6.00	\$900.00	\$12.00	\$1,800.00	\$14.75	\$2,212.50	\$12.00	\$1,800.00	\$26.81	\$4,021.50	\$6.00	\$900.00	\$6.50	\$975.00	\$12.00	\$1,800.00	\$8.00	\$1,200.00
211-B001	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	CU. YD.	50	\$25.00	\$1,250.00	\$22.00	\$1,100.00	\$32.75	\$1,637.50	\$24.00	\$1,200.00	\$50.84	\$2,542.00	\$15.00	\$750.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$25.00	\$1,250.00
212-B001	STANDARD GROUND PREPARATION	SQ. YD.	1750	\$0.45	\$787.50	\$0.40	\$700.00	\$0.30	\$525.00	\$0.40	\$700.00	\$0.46	\$805.00	\$0.45	\$787.50	\$0.50	\$875.00	\$1.00	\$1,750.00	\$10.00	\$17,500.00
907-213-A001	AGRICULTURAL LIMESTONE	TON	1	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$70.00	\$70.00	\$400.00	\$400.00	\$978.00	\$978.00	\$443.00	\$443.00	\$500.00	\$500.00	\$200.00	\$200.00	\$500.00	\$500.00
213-B003	COMBINATION FERTILIZER, 8-24-24	TON	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$700.00	\$700.00	\$850.00	\$850.00	\$1,340.00	\$1,340.00	\$950.00	\$950.00	\$863.00	\$863.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
216-B001	SOLID SODDING, CENTIPEDE	SQ. YD.	1750	\$3.50	\$6,125.00	\$3.80	\$6,650.00	\$2.85	\$4,987.50	\$5.00	\$8,750.00	\$0.46	\$805.00	\$5.00	\$8,750.00	\$5.00	\$8,750.00	\$4.50	\$7,875.00	\$5.00	\$8,750.00
219-A001	WATERING	KGAL	250	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00
220-A001	INSECT PEST CONTROL	ACRE	1	\$100.00	\$100.00	\$30.00	\$30.00	\$125.00	\$125.00	\$250.00	\$250.00	\$885.00	\$885.00	\$253.00	\$253.00	\$250.00	\$250.00	\$150.00	\$150.00	\$2,000.00	\$2,000.00
234-A001	TEMPORARY SILT FENCE	LIN. FT.	2000	\$3.50	\$7,000.00	\$2.00	\$4,000.00	\$2.00	\$4,000.00	\$5.00	\$10,000.00	\$5.02	\$10,040.00	\$2.25	\$4,500.00	\$2.50	\$5,000.00	\$3.00	\$6,000.00	\$10.00	\$20,000.00
907-234-A002	WATTLES, 12"	LIN. FT.	200	\$8.00	\$1,600.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$9.83	\$1,966.00	\$5.40	\$1,080.00	\$5.00	\$1,000.00	\$4.50	\$900.00	\$20.00	\$4,000.00
907-246-A002	SANDBAGS	EACH	400	\$5.00	\$2,000.00	\$3.00	\$1,200.00	\$7.45	\$2,980.00	\$7.00	\$2,800.00	\$6.49	\$2,596.00	\$6.02	\$2,408.00	\$5.50	\$2,200.00	\$5.00	\$2,000.00	\$20.00	\$8,000.00
907-258-PP006	HANDRAILS	LIN. FT.	45	\$60.00	\$2,700.00	\$78.00	\$3,510.00	\$80.00	\$3,600.00	\$75.00	\$3,375.00	\$75.10	\$3,379.50	\$125.00	\$5,625.00	\$125.00	\$5,625.00	\$91.00	\$4,095.00	\$60.00	\$2,700.00
907-601-B003	CLASS "B" STRUCTURAL STEEL, MINOR STRUCTURES	CU. YD.	10	\$1,400.00	\$14,000.00	\$850.00	\$8,500.00	\$765.00	\$7,650.00	\$800.00	\$8,000.00	\$575.38	\$5,753.80	\$1,500.00	\$15,000.00	\$1,000.00	\$10,000.00	\$1,200.00	\$12,000.00	\$725.00	\$7,250.00
602-A001	REINFORCING STEEL	LBS.	750	\$1.00	\$750.00	\$2.00	\$1,500.00	\$1.40	\$1,050.00	\$1.50	\$1,125.00	\$1.90	\$1,425.00	\$3.00	\$2,250.00	\$2.00	\$1,500.00	\$2.00	\$1,500.00	\$1.00	\$750.00
907-603-P005	8" NON-PERFORATED SEWER PIPE FOR UNDERDRAINS, SDR-26	LIN. FT.	100	\$20.00	\$2,000.00	\$35.00	\$3,500.00	\$11.75	\$1,175.00	\$12.00	\$1,200.00	\$6.25	\$625.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$12.00	\$1,200.00	\$25.00	\$2,500.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	915	\$32.00	\$29,280.00	\$29.00	\$26,535.00	\$37.25	\$34,083.75	\$38.00	\$34,770.00	\$38.12	\$34,879.80	\$32.00	\$29,280.00	\$37.44	\$34,257.60	\$32.00	\$29,280.00	\$36.00	\$32,940.00
609-B001	CONCRETE CURB, HEADER	LIN. FT	200	\$20.00	\$4,000.00	\$18.00	\$3,600.00	\$22.00	\$4,400.00	\$16.00	\$3,200.00	\$10.91	\$2,182.00	\$20.00	\$4,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$30.00	\$6,000.00
613-D006	ADJUSTMENT OF WATER METER	EACH	5	\$200.00	\$1,000.00	\$400.00	\$2,000.00	\$400.00	\$2,000.00	\$75.00	\$375.00	\$99.46	\$497.30	\$250.00	\$1,250.00	\$600.00	\$3,000.00	\$800.00	\$4,000.00	\$700.00	\$3,500.00
614-B002	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 8-INCH THICKNESS	SQ. YD.	705	\$45.00	\$31,725.00	\$42.00	\$29,610.00	\$50.00	\$35,250.00	\$36.00	\$25,380.00	\$41.46	\$29,229.30	\$58.00	\$40,890.00	\$48.50	\$34,192.50	\$35.00	\$24,675.00	\$45.00	\$31,725.00
618-A001	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$3,000.00	\$3,000.00	\$17,500.00	\$17,500.00	\$9,023.65	\$9,023.65	\$12,800.00	\$12,800.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A001	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$9,300.00	\$9,300.00	\$12,000.00	\$12,000.00	\$14,551.00	\$14,551.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
630-A001	STANDARD ROAD SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SQ. FT.	126	\$30.00	\$3,780.00	\$35.00	\$4,410.00	\$40.00	\$5,040.00	\$26.50	\$3,339.00	\$20.65	\$2,601.90	\$40.00	\$5,040.00	\$28.75	\$3,622.50	\$62.00	\$7,812.00	\$10.00	\$1,260.00
630-C004	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	LIN. FT	211	\$18.00	\$3,798.00	\$6.00	\$1,266.00	\$8.00	\$1,688.00	\$3.30	\$696.30	\$9.10	\$1,920.10	\$18.00	\$3,798.00	\$4.60	\$970.60	\$5.00	\$1,055.00	\$2.00	\$422.00
699-A001	ROADWAY CONSTRUCTION STAKES	LUMP SUM	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$3,733.00	\$3,733.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
907-809-PP005	RETAINING WALL	LIN. FT.	310	\$65.00	\$20,150.00	\$80.00	\$24,800.00	\$70.00	\$21,700.00	\$48.50	\$15,035.00	\$56.05	\$17,375.50	\$38.00	\$11,780.00	\$123.00	\$38,130.00	\$79.00	\$24,490.00	\$40.00	\$12,400.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT	400	\$2.50	\$1,000.00	\$9.00	\$3,600.00	\$5.00	\$2,000.00	\$9.50	\$3,800.00	\$17.43	\$6,972.00	\$6.00	\$2,400.00	\$9.20	\$3,680.00	\$5.00	\$2,000.00	\$5.00	\$2,000.00
TOTAL BASE BID:					\$178,735.50		\$189,486.00		\$192,587.25		\$196,231.30		\$206,155.21		\$215,462.70		\$221,615.20		\$230,382.00		\$247,961.00

I certify this is a true and accurate tabulation of bids received at 10:00 A.M., Local Time, October 6, 2011,
for Safe Routes to School - Rowan Sidewalk Project

Irregular Bid - Notice to Bidders 3414 Not Completed



Geoffrey P. Crosby, P.E.
Mississippi Registration No. 19984



City of Hattiesburg, MS

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

Master

File Number: 2011-0154

File ID: 2011-0154

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

Cost:

File Created: 10/11/2011

Brief Title: CDBG Demolition Notice to Bidders

Final Action:

Minute Book Number: MB 2011-6/147

Title: Approve and authorize publication of Notice to Bidders for the Demolition of seven (7) dilapidated houses for the City of Hattiesburg's CDBG Demolition Program{Entitlement}.

Notes: Notice to be published in the Hattiesburg American

Agenda Date:

Agenda Number: IV.-4

Sponsors:

Enactment Date:

Attachments: Demolition Notice to Bidders - Sept-Oct 2011,
Demolition Notice to Bidders - Sept-Oct 2011
executed, Demolition Packet Bid Form Sept-Oct
2011

Enactment Number:

Contact:

Meeting Date:

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Franklyn Tate	Approve	10/13/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1	City Council	10/18/2011	Approved on the Routine Agenda	Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote				
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor				
TEL-No Vote: 0				

Text of Legislative File 2011-0154

Title

Approve and authorize publication of Notice to Bidders for the Demolition of seven (7)
dilapidated houses for the City of Hattiesburg's CDBG Demolition Program
{Entitlement}.

Summary

Publish Notice to Bidders for Demolition Program

Budget Information

CDBG Entitlement

Expenditure Type

Purchasing Item

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, December 1, 2011 in the City Clerk's Office in the City Hall for the following:

Demolition and debris removal of the following seven (7) properties located in the City of Hattiesburg:

808 West 5th Street 221 Fredna Avenue
908 Gulfport Street 725 Memphis Street
200/202 Old Airport Road 549 Perry Street
103 Independence Avenue

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the 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 NAME OF THE ITEM (2011 CDBG Demolition List #2) for which the bid is being submitted and the DATE OF BID OPENING (12/01/2011).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 18th day of October 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, October 28, 2011; Friday, November 4, 2011

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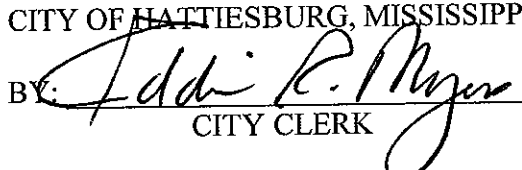
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CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, October 28, 2011; Friday, November 4, 2011

INSTRUCTIONS TO BIDDERS FOR DEMOLITION SERVICES

BID FORM

PROPOSAL FOR: FURNISHING PERSONAL SERVICES FOR DEMOLITION OF
DILAPIDATED HOUSES, AND REMOVAL AND DISPOSAL OF DEBRIS
AT THE FOLLOWING SEVEN (7) PROPERTIES:

808 WEST 5TH STREET 221 FREDNA AVENUE
908 GULFPORT STREET 725 MEMPHIS STREET
200/202 OLD AIRPORT ROAD 549 PERRY STREET
103 INDEPENDENCE AVENUE

Bids will be received until 10 a.m. Thursday, December 1, 2011 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 11898, Hattiesburg, MS 39403-1898. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (2011 CDBG Demolition List #2) for which the bid is being submitted and the DATE OF BID OPENING (12/01/2011).

Bid opening begins promptly at 10 a.m., Thursday, December 1, 2011.

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern.

The City of Hattiesburg will provide a ten-percent (10%) preference to verified Section 3 businesses. Verification of eligibility must be completed before the date of the bid opening. The City of Hattiesburg's Department of Federal and State Programs verifies all claims for Section 3 status. Bidders planning to claim Section 3 preference should be aware that the verification process can take up to ten (10) business days from the time all documentation has been submitted to the Department of Federal & State Programs.

Businesses claiming Section 3 preference that fail to submit all necessary or requested documentation, or that fail to submit documentation enough in advance of the bid opening date will not be granted preference for this bid opportunity.

Businesses granted a Section 3 preference will be awarded a ten-percent (10%) advantage in bid tabulation. The amount bid by a verified Section 3 business will be reduced by the amount of the advantage (10%), and the adjusted amount will be used to compare with non-Section 3 bids.

For questions or clarifications, bidders should contact:

Franklyn L. Tate, Director
Department of Federal and State Programs
P. O. Box 1898

200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 554-1006

The undersigned Bidder agrees to comply with and provide the following services to the City of Hattiesburg:

Successful bidder shall furnish and supervise any personnel needed to perform said services.

Successful bidder shall furnish all tools and equipment necessary to perform said services.

Successful bidder shall ensure and certify the proper, legal removal and disposal of any and all materials and debris, including asbestos and lead, from properties and the same shall be cleared, cleaned, and leveled to the satisfaction of the Department of Federal and State Programs and the Mississippi Department of Environmental Quality (DEQ). Asbestos removal must be completed by a certified, licensed asbestos contractor.

Successful bidder shall ensure and certify to the City that all asbestos or asbestos containing materials have been removed and properly disposed of by a certified, licensed asbestos abatement contractor prior to commencing the actual demolition of a structure. Asbestos testing, removal, hauling and disposal are included as a part of this contract.

Successful bidder shall be required to dispose of all materials in association with this contract, at the landfill under contract with the City of Hattiesburg where appropriate and other sites as required. If the successful bidder leases, rents or otherwise obtains a dumpster at the job site, he/she shall do so at their own expense and at no additional expense to the City of Hattiesburg.

Successful bidder shall be responsible for and shall furnish any and all insurance that may be required by the City.

Successful bidder SHALL NOT BEGIN WORK UNTIL ALL NECESSARY PERMITS, WORK ORDERS, PURCHASE ORDERS, AND NOTICES TO PROCEED HAVE BEEN COMPLETED AND RECEIVED BY BIDDER.

Successful bidder shall be an approved contractor for the City of Hattiesburg for the duration of the contract.

Successful bidder agrees to comply with all federal, state, and city laws in performing the work contracted for under this contract.

Successful bidder shall coordinate all work activities with the City's Department of Federal and State Programs.

Successful bidder agrees that it shall hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from providing these services.

It is understood that this Contract may be terminated by either party for any reason upon fifteen (15) days

written notice of intention to terminate this contract.

The City reserves the right to withdraw any or all of the properties from the list of those to be demolished as well as the contract awarded and established as a result of this bidding process.

CDBG DEMOLITION
CDBG DEMOLITION LIST #2 (Sept/Oct 2011 List)
BID FORM

NAME OF COMPANY _____

STREET/P.O. BOX ADDRESS _____

CITY/STATE & ZIP CODE _____

PHONE NUMBER (DAY AND NIGHT) _____

FAX NUMBER _____

DATE OF BID _____

COMPANY OFFICIAL'S NAME & TITLE _____

SOCIAL SECURITY OR EMPLOYER ID NUMBER _____

DUNS NUMBER _____

Bidders are to provide the cost of demolition and debris removal of each individual property below, and provide the sum of all properties on the "Grand Total" line.

1) 808 WEST 5TH STREET \$ _____

2) 908 GULFPORT STREET \$ _____

3) 200/202 OLD AIRPORT ROAD \$ _____

4) 103 INDEPENDENCE AVENUE \$ _____

5) 221 FREDNA AVENUE \$ _____

6) 725 MEMPHIS STREET \$ _____

7) 549 PERRY STREET \$ _____

GRAND TOTAL \$ _____

DOES THE COMPANY CLAIM A "SECTION 3" PREFERENCE? (circle one) YES NO

Companies answering "yes" that have not previously had their Section 3 status verified by the

City of Hattiesburg must provide all documentation supporting eligibility within two (2) business days of the bid opening to the Department of Federal & State Programs. Failure to provide the documentation in the time required will result in the bid being considered without preference.

COMPANY OFFICIAL'S SIGNATURE_____DATE_____

CITY OF HATTIESBURG – DEPARTMENT OF FEDERAL AND STATE PROGRAMS

INSTRUCTIONS TO BIDDERS FOR DEMOLITION SERVICES

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COMPANY OFFICIAL'S SIGNATURE_____DATE_____



City of Hattiesburg, MS

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

Master

File Number: 2011-0155

File ID: 2011-0155

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 10/11/2011

Brief Title: Notice of Availability and Request for Proposals for
Microenterprise Assistance Program

Final Action:

Minute Book Number: MB 20101-6/148

Title: Authorize and approve publication of Notice of Availability and Request for Proposals for Microenterprise Assistance Awards in connection with the City of Hattiesburg's Community Development Block Grant Program (CDBG).{Entitlement}

Notes: publish in the Hattiesburg American

Agenda Date:

Agenda Number: IV.-5

Sponsors:

Enactment Date:

Attachments: NOA Microenterprise Assistance October 2011, NOA Microenterprise Assistance October 2011 executed, Microenterprise Assistance Program Guidelines, MICROENTERPRISE APPLICATION FORM - Preliminary Info

Enactment Number:

Contact:

Meeting Date:

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Franklyn Tate	Approve	10/13/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/11/2011	Eddie Myers	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
	Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor TEL-No Vote: 0						

Text of Legislative File 2011-0155

Title

Authorize and approve publication of Notice of Availability and Request for Proposals for Microenterprise Assistance Awards in connection with the City of Hattiesburg's Community Development Block Grant Program (CDBG).{Entitlement}

Summary

Beginning of the process to accept and review proposals for the Microenterprise Assistance Program.

Budget Information

CDBG Entitlement

Expenditure Type

Purchasing Item

NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
MICROENTERPRISE ASSISTANCE PROGRAM FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2011 Action Plan (a component of its 2008 – 2012 Consolidated Plan) is accepting proposals for Microenterprise Assistance awards. Eligible organizations include for-profit microenterprise organizations operating within the City limits of Hattiesburg, Mississippi. A microenterprise is defined as a business consisting of five (5) or fewer employees including the owner(s). Program guidelines limit awards to \$25,000 each; however, for proposal purposes, it should be known that awards are more likely to be made in increments of \$15,000 or less.

Eligible activities include those benefiting low- to moderate-income individuals by way of job creation. Jobs created must be made available to low- to moderate-income individuals.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. November 17, 2011.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF THE ITEM ("Microenterprise 2011") on which proposal is being submitted and the DATE OF BID OPENING ("November 17, 2011).

The proposals should include the following at a minimum:

1. Description of the Organization to include name, address, Mississippi Secretary of State status, DUNS number, EIN number, makeup of the board if applicable, contact person and any other descriptive information available
2. Description of work performed by business
3. Recent income statements and balance sheet
4. Proposed budget and use of Microenterprise funds if awarded
5. Program outcomes or benchmarks (increase in sales/contracts, jobs created, etc.) including timelines
6. Roster of current employees including names, titles, basic job descriptions, full or part-time status (typical number of hours if part-time)
7. City of Hattiesburg's CDBG Microenterprise Application Form

Proposals that fail to include all of the information above will not be considered. Proposals selected by the committee may be required to submit certain business tax information (or personal tax information, depending on the business organization type). Failure or refusal to submit tax information as/when requested will disqualify a proposal.

Copies of the City of Hattiesburg's CDBG Microenterprise Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

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PUBLISHED by Order of the Council on this, the 18th day of October 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, October 28, 2011; Friday November 4, 2011

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The proposals should include the following at a minimum:

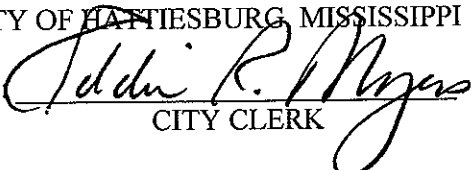
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Micro-Enterprise Assistance Program

Policies and Guidelines

The City of Hattiesburg has established a Micro-Enterprise Assistance Program in accordance with the goals and objectives outlined herein. The Micro-Enterprise Assistance Program, which will be administered by the City of Hattiesburg ("City") Department of Federal & State Programs ("Department"), will be capitalized using Community Development Block Grant ("CDBG") funds authorized under 24 CFR 570.201(o). Under this category, grantees and other public and private organizations may use Community Development Block Grant (CDBG) funds to facilitate economic development through the establishment, stabilization and expansion of micro-enterprises.

Purpose

The goal of the Micro-Enterprise Assistance Program is to provide financial assistance and/or technical support that will result in business expansion, increased revenues and economic development of the area.

Funds are provided to create economic benefit through increased revenues and the creation and the retention of jobs and businesses in the City.

This program is considered a "forgivable loan," which is not to be confused with a "grant." The award is forgivable after five (5) years, assuming the business has fulfilled the scope of the agreement, exhibited proper administration of the funds, proper record keeping, satisfactory monitoring, and proper submission of necessary reports. Failure in any of these areas may require the recapture (required repayment) of award funds.

Eligible Area

Businesses located in the City of Hattiesburg with particular attention on businesses that are located in, operate in, or employ individuals from low- to moderate-income areas of the City.

Applications are Evaluated Based on the Business

- Financial viability

- Community economic impact

- Capacity to leverage funds from other sources

- Potential to increase sales

- Readiness to proceed

- Owner's experience

Award Amount

Maximum: \$25,000.00

Eligible Use of Funds and Activities

Grant funding expenditures have to be allowed, necessary, and reasonable as stipulated in the Office of Management and Budget Circular A-122 (OMB A-122) for the type of business applying for funding.

Funds

can be used for expenditures such as:

- Purchase and Installation of machinery, equipment, furniture, fixtures

- Technology infrastructure and upgrades

- Inventory and supplies

- Marketing

- Payment of rent, utilities, licenses and insurance.

Ineligible Use of Funds

Expenditures not allowed under this program include, but are not limited to, the following items:

Salaries

Construction/Rehabilitation

Vehicle Purchases in whole or in part that are used in any way for personal use

Vehicle Leases

Security Deposits

Outstanding Debts or paying off a creditor of the business owner/business

Late Fees

Providing funds for distribution or payment to the owner, partners, or shareholder of the applicant.

Paying of any tax lien or liability.

Eligibility Criteria

A business owner/business may qualify for consideration provided it meets the following criteria:

1. Business is for-profit.
2. Business must be a Micro-enterprise as defined below:
Operating business having five or fewer employees, one or more of these (employees) owns the business.
3. Business owner must have an income less than or equal to 80% of the area median income, adjusted for family size as published periodically by HUD – OR – activity must meet HUD National Objectives for Low/Mod Clientele – OR – activity must meet HUD National Objectives for creating and/or retaining Low/Mod Jobs.
4. Business must be located in the City of Hattiesburg.
5. Applicants must be current in all financial obligations with the City of Hattiesburg. The City of Hattiesburg will not fund a business owner or a business with outstanding disallowed costs, defaulted loans, debarment actions or any other legal encumbrance, regardless of the merits of the submitted application.
6. Business is an equal opportunity employer.
7. Project involves no negative environmental impacts.
8. Applicant must be willing to comply with all regulations, guidelines and policies as they relate to the program.
9. Business owner(s) and/or business have not received assistance under the Micro-Enterprise Assistance program on any prior occasion.

Required Information

It is necessary that applicants and/or business owner(s) submit documentation along with the program application supporting requirements listed below. Failure to do so will disqualify applicants and/or business owner(s) from this program.

1. Proof of Income: Business owners with low and moderate-income households may qualify for this program. Those levels are defined and published by HUD periodically for the area. It is necessary for Applicants to submit documentation showing that they meet low to moderate-income household requirements as most recently published.
2. Proof of number of employees: It is necessary for Applicants to submit documentation showing

that the business employs 5 or fewer employees (including the owner). Failure to do so will disqualify applicants from this program.

3. Proof of location of business: It is necessary for Applicants to submit documentation showing that the business is located the City of Hattiesburg. Failure to do so will disqualify applicants from this

program. Additionally, in any case where the business is applying based on Low/Mod Area benefit, it will be necessary to submit proof of location within a Low/Mod Area as well as sufficient evidence that the business directly benefits the Low/Mod Area residents as a whole.

4. Proof that business is for profit: It is necessary for Applicants to submit documentation showing that the business is a for-profit entity. Failure to do so will disqualify applicants from this program.

Other Program Requirements:

If recommended for funding, Business Owners will be required to sign a contract with the City of Hattiesburg. The contract term will be for no more than one (1) year, with the City of Hattiesburg retaining the option to renew or extend the agreement with the owner/business for an additional year, subject to satisfactory performance, available funding, and ongoing community needs.

The application must be submitted in the legal name of the applicant (ie. Name of business owner(s), corporation name as registered with the Mississippi Secretary of State, etc.).

For Corporations, information demonstrating that the corporation has an "Good Standing" status with the Mississippi Secretary of State.

The business owner or an authorized representative of the corporation who has legal authority to bind the organization in a contract with the City must sign applications.

Submission of an application shall constitute acknowledgement and acceptance of all terms and conditions contained in this guidelines and the application. Acceptance of an application does not constitute a contract and does not obligate the City to award funds.

The City may require additional information for the determination of the applicant's qualifications. Application responses must comply with the requirements detailed in this document. Applications that are incomplete, out of order, have an inadequate number of copies, lack required attachments, or have other content errors or deficiencies may be rejected.

Payments will be made directly to the program participant.

Businesses should have all the valid and applicable City of Hattiesburg business licenses (occupational license and certificate of use) and any other professional licenses. If the business does not have the appropriate licenses when this contract is executed, then they must be obtained. Applicants can utilize this grant (if awarded) to obtain said licenses. Applicants must provide copies of all these licenses to the Department.

All business owners selected to receive this grant must have a Duns & Bradstreet number. This number must be provided to the City before grant funds can be released.

Business will be required to submit quarterly reports to the City for the year the award is made, and in cases where the activity objective is job creation or job retention, employee data must additionally be reported quarterly for the subsequent four (4) years.

All documentation related to the CDBG award and the agreement between the Business and the City must be retained by the Business for no less than five (5) years after the closeout of the award or any subsequent audit, finding, or other event that may call into question the use of funds or the eligibility of the activity.

Failure to properly retain records, ineligible use of funds, findings of unreasonable or unnecessary use of funds, failure to submit quarterly reports as required, or any other breach of the agreement by the Business may result in the recapture (required repayment) of the award funds.

Non-recommended Applications

Applications will not be recommended or disqualified for approval for the following reasons:

Applicant did not provide documentation demonstrating that the eligibility criteria have been met.

Applicant did not provide income information for all members of household.

Owner(s) did not provide income information.

If the business and/or business owner has been assisted under the Micro-Enterprise Assistance Program on a prior occasion.

The business is not located in City of Hattiesburg.

If the grant will provide funds for speculation in any kind of property, real or personal, tangible or intangible;

If the applicant is a charitable institution or non-profit enterprise:

If the purpose of the grant is to finance the acquisition of real property or land.

If the Applicant and/or its principals are indebted to the City of Hattiesburg.

If the Applicant and/or business owner(s) have been debarred from doing business with federal, state, county or local governments.

Lack of funds.

Application Fee

There will be no application fee.

Appeal Process

Applicants will have 10 business days from the receipt of the letter not recommending the applicant to appeal the decision. The applicant can provide additional documents at that time for consideration of the approval committee. If the applicant is not recommended a second time, no further appeals will be entertained.

Grant Approval

Micro-Enterprise Assistance approval committee(s) will be created to evaluate the grant applications.

The committee will be made up of three (3) members who will make funding recommendations based upon the applications submitted. Once the recommendations have been made, the City will make final funding decisions. The grant applications will be approved on first come, first ready, first served basis, subject to the availability of funds.

Micro-Enterprise Assistance Program

Policies and Guidelines

The City of Hattiesburg has established a Micro-Enterprise Assistance Program in accordance with the goals and objectives outlined herein. The Micro-Enterprise Assistance Program, which will be administered by the City of Hattiesburg ("City") Department of Federal & State Programs ("Department"), will be capitalized using Community Development Block Grant ("CDBG") funds authorized under 24 CFR 570.201(o). Under this category, grantees and other public and private organizations may use Community Development Block Grant (CDBG) funds to facilitate economic development through the establishment, stabilization and expansion of micro-enterprises.

Purpose

The goal of the Micro-Enterprise Assistance Program is to provide financial assistance and/or technical support that will result in business expansion, increased revenues and economic development of the area. Funds are provided to create economic benefit through increased revenues and the creation and the retention of jobs and businesses in the City.

This program is considered a "forgivable loan," which is not to be confused with a "grant." The award is forgivable after five (5) years, assuming the business has fulfilled the scope of the agreement, exhibited proper administration of the funds, proper record keeping, satisfactory monitoring, and proper submission of necessary reports. Failure in any of these areas may require the recapture (required repayment) of award funds.

Eligible Area

Businesses located in the City of Hattiesburg with particular attention on businesses that are located in, operate in, or employ individuals from low- to moderate-income areas of the City.

Applications are Evaluated Based on the Business

- Financial viability
- Community economic impact
- Capacity to leverage funds from other sources
- Potential to increase sales
- Readiness to proceed
- Owner's experience

Award Amount

Maximum: \$25,000.00

Eligible Use of Funds and Activities

Grant funding expenditures have to be allowed, necessary, and reasonable as stipulated in the Office of Management and Budget Circular A-122 (OMB A-122) for the type of business applying for funding. Funds can be used for expenditures such as:

- Purchase and Installation of machinery, equipment, furniture, fixtures
- Technology infrastructure and upgrades
- Inventory and supplies
- Marketing
- Payment of rent, utilities, licenses and insurance.

Ineligible Use of Funds

Expenditures not allowed under this program include, but are not limited to, the following items:

- Salaries
- Construction/Rehabilitation
- Vehicle Purchases in whole or in part that are used in any way for personal use
- Vehicle Leases
- Security Deposits
- Outstanding Debts or paying off a creditor of the business owner/business
- Late Fees
- Providing funds for distribution or payment to the owner, partners, or shareholder of the applicant.
- Paying of any tax lien or liability.

Eligibility Criteria

A business owner/business may qualify for consideration provided it meets the following criteria:

1. Business is for-profit.
2. Business must be a Micro-enterprise as defined below:
 - Operating business having five or fewer employees, one or more of these (employees) owns the business.
3. Business owner must have an income less than or equal to 80% of the area median income, adjusted for family size as published periodically by HUD – OR – activity must meet HUD National Objectives for Low/Mod Clientele – OR – activity must meet HUD National Objectives for creating and/or retaining Low/Mod Jobs.
4. Business must be located in the City of Hattiesburg.
5. Applicants must be current in all financial obligations with the City of Hattiesburg. The City of Hattiesburg will not fund a business owner or a business with outstanding disallowed costs, defaulted loans, debarment actions or any other legal encumbrance, regardless of the merits of the submitted application.
6. Business is an equal opportunity employer.
7. Project involves no negative environmental impacts.
8. Applicant must be willing to comply with all regulations, guidelines and policies as they relate to the program.
9. Business owner(s) and/or business have not received assistance under the Micro-Enterprise Assistance program on any prior occasion.

Required Information

It is necessary that applicants and/or business owner(s) submit documentation along with the program application supporting requirements listed below. Failure to do so will disqualify applicants and/or business owner(s) from this program.

1. **Proof of Income:** Business owners with low and moderate-income households may qualify for this program. Those levels are defined and published by HUD periodically for the area. It is necessary for Applicants to submit documentation showing that they meet low to moderate-income household requirements as most recently published.
2. **Proof of number of employees:** It is necessary for Applicants to submit documentation showing that the business employs 5 or fewer employees (including the owner). Failure to do so will disqualify applicants from this program.
3. **Proof of location of business:** It is necessary for Applicants to submit documentation showing that the business is located the City of Hattiesburg. Failure to do so will disqualify applicants from this

program. Additionally, in any case where the business is applying based on Low/Mod Area benefit, it will be necessary to submit proof of location within a Low/Mod Area as well as sufficient evidence that the business directly benefits the Low/Mod Area residents as a whole.

4. **Proof that business is for profit:** It is necessary for Applicants to submit documentation showing that the business is a for-profit entity. Failure to do so will disqualify applicants from this program.

Other Program Requirements:

- If recommended for funding, Business Owners will be required to sign a contract with the City of Hattiesburg. The contract term will be for no more than one (1) year, with the City of Hattiesburg retaining the option to renew or extend the agreement with the owner/business for an additional year, subject to satisfactory performance, available funding, and ongoing community needs.
- The application must be submitted in the legal name of the applicant (ie. Name of business owner(s), corporation name as registered with the Mississippi Secretary of State, etc.).
- For Corporations, information demonstrating that the corporation has an “Good Standing” status with the Mississippi Secretary of State.
- The business owner or an authorized representative of the corporation who has legal authority to bind the organization in a contract with the City must sign applications.
- Submission of an application shall constitute acknowledgement and acceptance of all terms and conditions contained in this guidelines and the application. Acceptance of an application does not constitute a contract and does not obligate the City to award funds.
- The City may require additional information for the determination of the applicant’s qualifications.
- Application responses must comply with the requirements detailed in this document. Applications that are incomplete, out of order, have an inadequate number of copies, lack required attachments, or have other content errors or deficiencies may be rejected.
- Payments will be made directly to the program participant.
- Businesses should have all the valid and applicable City of Hattiesburg business licenses (occupational license and certificate of use) and any other professional licenses. If the business does not have the appropriate licenses when this contract is executed, then they must be obtained. Applicants can utilize this grant (if awarded) to obtain said licenses. Applicants must provide copies of all these licenses to the Department.
- All business owners selected to receive this grant must have a Duns & Bradstreet number. This number must be provided to the City before grant funds can be released.
- Business will be required to submit quarterly reports to the City for the year the award is made, and in cases where the activity objective is job creation or job retention, employee data must additionally be reported quarterly for the subsequent four (4) years.
- All documentation related to the CDBG award and the agreement between the Business and the City must be retained by the Business for no less than five (5) years after the closeout of the award or any subsequent audit, finding, or other event that may call into question the use of funds or the eligibility of the activity.
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CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG MICROENTERPRISE PROGRAM APPLICATION FORM

GENERAL INFORMATION

Date: ____/____/____

Business Name: _____

Business Owner(s): _____

Business Address: _____

Telephone: _____ Email: _____

EIN (Required) _____

DUNS Number (Required) _____

Is this a for-profit business? YES NO

Is this application based on (check one):

a) _____ business owner's status as a low-income individual

If so, provide number of people in owner's household _____

Also, provide estimate of the household's annual income _____

(this will require additional documentation of household income for all owners)

b) _____ business owner's intention to create jobs to be held by LMI persons

(certain requirements will apply)

Describe work performed by this business:

When was the business established? _____

Is the current owner also the founder of the business? _____

If not, when did the current owner acquire the business? _____

Describe typical clientele and/or customers of this business:

What is the Year-to-Date income of the business? _____

Are financial documents (tax returns, balance sheet, recent P&L statements, business's budget including proposed award, etc.) attached? YES NO

Current Number of Employees of the business (including owner(s)) _____

Describe roles of employees by position and whether or not unique training, education, or experience is necessary to perform the duties. Include the salary/wage range for the position.

- a) _____

- b) _____

- c) _____

- d) _____

- e) _____

Impact of Microenterprise Funds:

What is the intended use of a Microenterprise Award (equipment, materials, working capital, etc.)?

Number of NEW Full-Time-Equivalent positions created: _____

Estimated number of NEW clients/customers (that will not otherwise be actualized): _____

Estimated financial impact to business: _____

What roles will newly hired employees fill? _____

If new ROLES/work classifications are created, describe the positions and whether or not unique training, education, or experience is necessary to perform the duties. Include the anticipated salary/wage range for the position.

- a) _____

- b) _____

- c) _____

- d) _____

- e) _____

Describe plans to provide necessary training for newly hired employees: _____

Outline the business's hiring/training schedule assuming the award is made: _____

RECORD KEEPING

Does the applicant agree that progress reports will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period? YES NO

Is the agency capable of maintaining customer/client records for accurately reporting accomplishments? YES NO

Does the agency have a system for identifying "New" unduplicated clients? YES NO

If no, is it feasible for the business to establish such a system: _____

Is the business aware that the City of Hattiesburg may monitor the business periodically over the course of a number of years to track the effectiveness of any Microenterprise Award? YES NO

Will the business maintain detailed employee records (applications, hiring dates, wages and wage changes, termination dates, marketing efforts to fill positions, etc.) YES NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

Description of activities to be taken;

Information indicating that a National Objectives is being met by the activities conducted;

Eligibility information demonstrating eligibility of activities;

Documents on use of CDBG funds for acquisition/improvement/use/disposition of property

Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;

Financial records;

Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing;

employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? YES NO

Will records be maintained for five years after termination of activities funded under this agreement?
YES NO

FINANCIAL INFORMATION:

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.? YES NO

This application/questionnaire is intended as a means to identify qualified businesses, and in no way promises funding from any source. By signing below, the business attests that all information contained herein is accurate, and that if granted funds, the business will comply with all applicable regulations. Additionally, the business understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the business and/or its representatives may be required to repay grant funds to the city's CDBG program.

Signature of Authorized Representative_____

CITY OF HATTIESBURG – FEDERAL & STATE PROGRAMS
CDBG MICROENTERPRISE PROGRAM APPLICATION FORM

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 (this will require additional documentation of household income for all owners)
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 (certain requirements will apply)

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- a) _____
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City of Hattiesburg, MS

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

Master

File Number: 2011-0171

File ID: 2011-0171

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 10/11/2011

Brief Title: Notice of Public Hearing and Comment Period

Final Action:

Minute Book Number: MB 2011-6/6/148

Title: Authorize and approve the publication of a Notice of a Public Comment Period to receive comments on proposed amendments to the CDBG/HOME 2008-2012 Consolidated Plan and the Annual Action Plans for each of the five (5) corresponding years; and set a Public Hearing 4:30 p.m. on Tuesday, November 22, 2011 in the City Council Chambers of City Hall for the purpose of receiving public input on the same.{Entitlement}

Notes: Publish in the Hattiesburg American

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: PUBLIC HEARING NOTICE - Con Plan & 5-year
Action Plan Amendment, PUBLIC
COMMENT-2008-2012 Consolid. Plan Action Plan

Enactment Number:

Contact:

Meeting Date:

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/13/2011	Franklyn Tate	Approve	10/14/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/13/2011	Eddie Myers	Approve	10/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
	Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote						
		Yea: 5	President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor				
		TEL-No Vote: 0					

Text of Legislative File 2011-0171

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Summary

Public Hearing and Public Comment Period for proposed amendments to 2008-2012 Consolidated Plan and all corresponding Action Plans.

Budget Information

Expenditure Type

Purchasing Item

PUBLIC HEARING AND PUBLIC COMMENT PERIOD
CITY OF HATTIESBURG
AMENDMENTS TO THE CDBG/HOME 2008-2012 CONSOLIDATED PLAN &
ANNUAL ACTION PLANS FOR 2008-2012

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Tuesday, November 22, 2011 at 4:30 in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the City of Hattiesburg's proposed amendments to the CDBG/HOME 2008-2012 Consolidated Plan and the Annual Action Plans for years 2008, 2009, 2010, and 2011.

Action Plan Amendments:

Revise the CDBG/HOME 2008-2012 Consolidated Plan to allow the City to enter agreements with its Community Development Housing Organizations regardless of whether the organization is acting in the capacity of a developer, owner or sponsor.

Revise the CDBG/HOME 2008-2012 Consolidated Plan to allow the City to additionally enter into agreements with CHDOs when appropriate for the acquisition and/or rehabilitation of vacant housing units for resale to eligible LMI homebuyers.

Revise the CDBG/HOME 2008-2012 Consolidated Plan to allow the City, when appropriate, to include in its agreements with CHDOs the option for the CHDO to utilize approved lease-purchase options with potential homebuyers.

Revise the 2008, 2009, 2010, and 2011 CDBG/HOME Annual Action Plans to allow for the same options afforded in the revised Consolidated Plan:

- o Allows CHDO to act in the role of developer, owner, or sponsor as appropriate and in accordance with its agreement.
- o Adds Rehabilitation of vacant units for resale as an allowable CHDO activity.
- o Allows the City to give CHDOs the option of lease-purchase options to transfer property to LMI homebuyers.

Financial Impact:

There is no negative financial impact.

All interested citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual and hearing impediments, are urged to attend. If you should have any questions regarding the above hearing, please contact the Department of Federal & State

Programs at (601) 554-1006.

Comments related to the proposed amendments and/or the City of Hattiesburg's Housing and Community Development needs may be mailed to the City of Hattiesburg, Department of Federal & State Programs, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Federal & State Programs, 200 Forrest Street, Hattiesburg, MS. Comments will be considered through November 22, 2011.

PUBLISHED by Order of the Council on this, the 18th day of October, 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, October 21, 2011; Friday October 28, 2011

**PUBLIC HEARING AND PUBLIC COMMENT PERIOD
CITY OF HATTIESBURG
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Financial Impact:

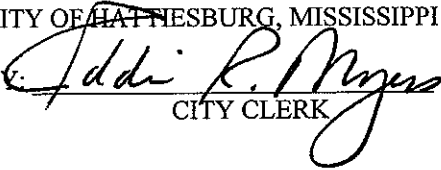
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CITY OF HATTIESBURG, MISSISSIPPI

By: 

CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, October 21, 2011; Friday October 28, 2011



City of Hattiesburg, MS

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

Master

File Number: 2011-0128

File ID: 2011-0128

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 10/11/2011

Brief Title: Authorize advertisement for Traffic Signal, U.S.
Highway 11 at Parkway Blvd.

Final Action:

Minute Book Number:

Title:

Authorize Advertisement for bids for Traffic Signal at U.S. Highway 11 at the intersection of Parkway Boulevard, Project No. STP-9339-00(008)LPA 106005-70100 to be published in state and local newspaper.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: 11 9 27 MDOT Authority to Advertise Letter, 11 9 29
SDW Auth to Adv Req, Publication.Hwy 11

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Sharon Waits

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Debbie Bernardo - FYI	Notified - FYI	
1	2		Connie Everett - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Eddie Myers	Escalated	11/13/2012
1	6	11/15/2012	Debbie Bernardo	Approve	11/13/2012

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1	City Council	10/18/2011	Approved on the Routine Agenda
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote			

Text of Legislative File 2011-0128

Title

Authorize Advertisement for bids for Traffic Signal at U.S. Highway 11 at the intersection of Parkway Boulevard, Project No. STP-9339-00(008)LPA 106005-70100 to be published in state and local newspaper.

Summary

Authorize advertisement for Traffic Signal, U.S. Highway 11 at Parkway Blvd.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Melinda L. McGrath
Interim Executive Director/
Chief Engineer

Jackie Duckworth
Deputy Executive Director/
Administration



Charles R. Carr
Director
Office of Intermodal Planning

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

September 27, 2011

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

RE: STP-9339-00(008)LPA/106005-701000 - Authority to Advertise
Forrest County

Dear Sir or Madam:

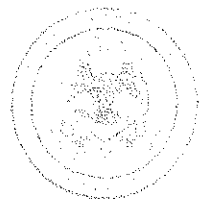
This letter confirms that the Federal Highway Administration and the Mississippi Department of Transportation have received and approved the PS&E Package submitted and hereby authorize the advertisement for receipt of bids on the subject project which is for intersection improvements on U.S. Highway 11 South at the intersection of Parkway Boulevard. No changes are to be made to the proposal before advertising without submission and approval by MDOT and FHWA, as applicable. Additionally, all Addenda must also be approved. Any unapproved changes will result in non-participating costs in the contract.

In the advertisement, receipt of bids and opening of bids, the following criteria must be met:

1. The date of the first ad must be within 60 days from the date of this letter. Failure to advertise within this time frame will result in the funding authority being de-obligated and authority to advertise is rescinded.
2. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One **Sworn Proof** of Publication is furnished us. At the present time, the only newspaper with Statewide distribution is the Clarion-Ledger in Jackson. Refer to the first paragraph of the PDM in Chapter 6, and consult your District LPA Coordinator for guidance in setting these dates.
3. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries. You can not require any license or certificate that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. Please see the attached copy of Page 9 Federal-Aid Policy Guide (Transmittal 2) dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.
4. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Do not accept a stripped proposal. The bidders must return the entire proposal that you sold to them, plus any addendums and their bid bond. Proposals received after the time for opening of bids must be returned to the bidder unopened.
5. All proposals opened must be filed prior to the time and at the place specified in the proposal and/or in the advertisement.
6. Before award, the successful bidder must have obtained a State Privilege License from the State Tax Commission.

09-28-11 P03:24 RCVD

KB



7. Notice to Bidders No. 696 (DBE's in Federal-Aid Highway Construction) and Supplement to Notice to Bidders 696 are a part of this contract. The Section titled 'Directory' refers to the current list of Certified DBE Contractors and Certified DBE Suppliers/Manufacturers published monthly by MDOT on the website www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.
8. The DBE Goal for this project is 2%.
9. Refer to Chapter 6: MDOT Authorization and LPA Selection of a Contractor, in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies), for guidance to request concurrence in the award or to reject bids and re-advertise.
10. The award of the contract or the rejection of all bids submitted is subject to the concurrence of the Mississippi Department of Transportation. Awarded projects shall not be executed prior to concurrence by MDOT.

When the dates for advertisement and receipt of bids in accordance with the foregoing are established, please furnish this information to the District LPA Coordinator, David Seyfarth, 16499#B Highway 49 North Trailer, Saucier, MS 39574, and District Engineer, Mr. Kelly Castleberry, P.O. Box 551, Hattiesburg, Mississippi 39403. This notification is essential in order that representatives of the Department may be present at this opening of bids.

For your information, Chapter 474, General Laws of Mississippi as amended by Chapter 393, General Laws of Mississippi provides that nothing therein shall apply to highway construction, highway bridges, overpasses, and any other project incidental to the construction of highways which are designated as federal aid projects and federal funds are involved; therefore the Certificate of Responsibility requirements of this law are not applicable to a Local Public Agency (LPA) Project designated as a federal aid project where federal funds are involved.

The LPA's prorated share of the project cost will be based on the low bid, estimated cost of the contingencies and construction engineering, if applicable, and that share amount will be provided by MDOT in the Concurrence in Award Letter.

Very truly yours,



Sharpie Smith, P. E.
State Engineer for Local Public Agencies

SS:nb

cc: Commissioner Wayne Brown
Chief Engineer
Asst. Chief Engr.-Operations
Construction Division
Central File
Federal Highway Administration

LPA Administrator (Baker)
District LPA Coordinator (Seyfarth)
District Engineer
Shows, Dearman & Waits, Inc.

included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

§ 635.110 Licensing and qualification of contractors.

(a) The procedures and requirements a STD proposes to use for qualifying and licensing contractors, who may bid for, be awarded, or perform Federal-aid highway contracts, shall be submitted to the Division Administrator for advance approval. Only those procedures and requirements so approved shall be effective with respect to Federal-aid highway projects. Any changes in approved procedures and requirements shall likewise be subject to approval by the Division Administrator.

(b) No procedure or requirement for bonding, insurance, prequalification, qualification, or licensing of contractors shall be approved which, in the judgment of the Division Administrator, may operate to restrict com-

petition, to prevent submission of a bid by, or to prohibit the consideration of a bid submitted by, any responsible contractor, whether resident or non-resident of the State wherein the work is to be performed.

(c) No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract. This, however, is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Prequalification of contractors may be required as a condition for submission of a bid or award of contract only if the period between the date of issuing a call for bids and the date of opening of bids affords sufficient time to enable a bidder to obtain the required prequalification rating.

(d) Requirements for the prequalification, qualification or licensing of contractors, that operate to govern the amount of work that may be bid upon by, or may be awarded to, a contractor, shall be approved only if based upon a full and appropriate evaluation of the contractor's capability to perform the work.

(e) Contractors who are currently suspended, debarred or voluntarily excluded under 49 CFR part 29 or otherwise determined to be ineligible, shall be prohibited from participating in the Federal-aid highway program.

(f) In the case of a design-build project, the STDs may use their own bonding, insurance, licensing, qualification or prequalification procedure for any phase of design-build procurement.

(1) The STDs may not impose statutory or administrative requirements which provide an in-State or local geographical preference in the solicitation, licensing, qualification, pre-qualification, short listing or selection process. The geographic location of a firm's office may not be one of the selection criteria. However, the STDs may require the successful design-builder to establish a local office after the award of contract.

(2) If required by State statute, local statute, or administrative policy, the



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.

PAUL J. SHOWS (1996)

September 29, 2011

City of Hattiesburg
ATTN: Mr. Bert Kuyrkendall
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: Highway 11 Traffic Signal
STP-9339-00(008)LPA106005-701000

Dear Mr. Kuyrkendall:

Enclosed please find the advertisement for the above referenced project, which has permission to advertise from MDOT. At this time we are recommending the City Council approved the advertisement for bids per the enclosed advertisement. Project must advertise in the **Clarion Ledger** on the dates provided. Please provide Shows, Dearman & Waits with a copy of the proof of advertisement.

Please do not hesitate to call should you have questions or comments.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

Enclosure(s)

SECTION 901

ADVERTISEMENT FOR BIDS

Project No. STP-9339-00(008)LPA106005-701000

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive bids for **Intersection Improvements on U.S. Highway 11 at the Intersection of Parkway Boulevard** for a total project length of 0.354 miles, Project No. STP-9339-00(008)LPA106005-701000, **no later than 10:00 A.M., Local Time, November 22, 2011**, at the City Clerks office located at 200 Forrest St., Hattiesburg, Mississippi. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:

Highway 11 S Traffic Signal at Parkway Blvd. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Hattiesburg, Mississippi hereby notifies all Bidders 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.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The Contract Documents are on file and may be examined at the following location:

1. Shows, Dearman and Waits, Inc., 301 2nd Avenue, Hattiesburg Mississippi, 39401

All documents required for bidding purposes may be obtained from Shows, Dearman and Waits, Inc. located at 301 2nd Avenue, Hattiesburg Mississippi, 39401 (Mailing address: P.O. Box 1711, Hattiesburg, MS 39403-1711) upon payment of \$100.00 for each set, which will not be refunded.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a Contract Bond in the amount of one hundred percent (100%) of the contract amount.

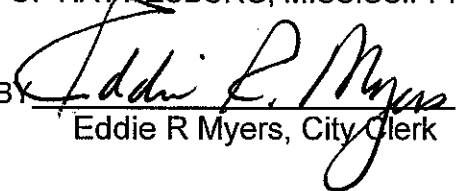
The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest St, Hattiesburg, Mississippi prior to the hour and date above designated. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening, without Owner's consent.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

PUBLISHED by Order of the City Council on the 18th day of October A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY 
Eddie R Myers, City Clerk

PUBLISH: October 21, 2011
 October 28, 2011



City of Hattiesburg, MS

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

Master

File Number: 2011-0169

File ID: 2011-0169

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Bert Kuyrkendall

Cost:

File Created: 10/11/2011

Brief Title: 592 Sewer Program Rehab, Contract #2
Advertisement for Bids

Final Action:

Minute Book Number: MB 2011-6/148

Title: Authorize Advertisement for bids for 592 Sewer Program Rehabilitation,
Contract No. 2, to be published in state and local newspapers.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: 592 Contract2 Adv Specs, 592 Plans 10 18 11, 592
Sewer Rehab Proof Pub

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Sheri Tisdale

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/11/2011	Bert Kuyrkendall	Approve	10/14/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/12/2011	Eddie Myers	Approve	10/14/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1	City Council	10/18/2011	Approved on the Routine Agenda	Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote				
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor				
TEL-No Vote: 0				

Text of Legislative File 2011-0169

Title

Authorize Advertisement for bids for 592 Sewer Program Rehabilitation, Contract No. 2,
to be published in state and local newspapers.

Summary

Authorize

Budget Information

Expenditure Type

Corps of Engineers

Purchasing Item

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**592 PROGRAM SEWER REHABILITATION
CONTRACT NO. 2**

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

OCTOBER 2011



PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
601) 544-1821**

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Ribbed PVC Pipe Specifications	

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **December 1, 2011** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2
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:

**592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2
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 18th day of October A.D., 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Eddie R. Myers, City Clerk

Publish (2) Fridays on 10-21 and 10-28
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 December 1, 2011, 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 **592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2** 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 350 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

592 SEWER PROGRAM REHABILITATION, CONTRACT No. 2

Item No.	Description	Quantity	Unit	Unit Cost	Extension
Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (0' - 6')	6	L.F.		
2	8" SDR 26 PVC Sewer Pipe (8' - 10')	10	L.F.		
3	12" SDR 26 PVC Sewer Pipe (0' - 6')	30	L.F.		
4	12" SDR 26 PVC Sewer Pipe (6' - 8')	40	L.F.		
5	12" SDR 26 PVC Sewer Pipe (8' - 10')	330	L.F.		
6	15" SDR 26 PVC Sewer Pipe (0' - 6')	1,162	L.F.		
7	15" SDR 26 PVC Sewer Pipe (6' - 8')	2,489	L.F.		
8	15" SDR 26 PVC Sewer Pipe (8' - 10')	527	L.F.		
9	15" SDR 26 PVC Sewer Pipe (10' - 12')	380	L.F.		
10	15" SDR 26 PVC Sewer Pipe (12' - 14')	165	L.F.		
11	15" SDR 26 PVC Sewer Pipe (14' - 16')	180	L.F.		
12	15" SDR 26 PVC Sewer Pipe (16' - 18')	160	L.F.		
13	15" SDR 26 PVC Sewer Pipe (18' - 20')	79	L.F.		
14	18" SDR 26 PVC Sewer Pipe (0' - 6')	8	L.F.		
15	21" SDR 26 PVC Sewer Pipe (10' - 12')	389	L.F.		
16	21" SDR 26 PVC Sewer Pipe (12' - 14')	140	L.F.		
17	24" SDR 26 PVC Sewer Pipe (0' - 6')	20	L.F.		
18	30" SDR 26 PVC Sewer Pipe (0' - 6')	5	L.F.		
19	30" SDR 26 PVC Sewer Pipe (6' - 8')	5	L.F.		
20	30" SDR 26 PVC Sewer Pipe (8' - 10')	325	L.F.		
21	30" SDR 26 PVC Sewer Pipe (10' - 12')	135	L.F.		
22	30" SDR 26 PVC Sewer Pipe (12' - 14')	123	L.F.		
23	30" SDR 26 PVC Sewer Pipe (14' - 16')	830	L.F.		
24	30" SDR 26 PVC Sewer Pipe (16' - 18')	566	L.F.		
25	30" SDR 26 PVC Sewer Pipe (18' - 20')	578	L.F.		
26	30" SDR 26 PVC Sewer Pipe (20' - 22')	460	L.F.		
27	30" SDR 26 PVC Sewer Pipe (22' - 24')	585	L.F.		
28	30" SDR 26 PVC Sewer Pipe (24' - 26')	498	L.F.		
29	36" SDR 26 PVC Sewer Pipe (22' - 24')	38	L.F.		
30	18" Ductile Iron Sewer Pipe (0' - 6')	70	L.F.		
31	18" Ductile Iron Sewer Pipe (6' - 8')	40	L.F.		

32	18" Ductile Iron Sewer Pipe (8' - 10')	90	L.F.		
33	30" Ductile Iron Sewer Pipe (0' - 6')	55	L.F.		
34	30" Ductile Iron Sewer Pipe (6' - 8')	5	L.F.		
35	30" Ductile Iron Sewer Pipe (8' - 10')	5	L.F.		
36	30" Ductile Iron Sewer Pipe (10' - 12')	10	L.F.		
37	20" Steel Casing (Bored) (All Depths)	100	L.F.		
38	20" Steel Casing (Open Cut) (All Depths)	85	L.F.		
39	Treated Timber Piers (Incl. two timber piles and all bracing and hardware)	2	Each		
Manhole Items					
40	48" Precast Concrete Sewer Manhole (0'-6')	1	Each		
41	48" Precast Concrete Sewer Manhole (6'-8')	4	Each		
42	48" Precast Concrete Sewer Manhole (8'-10')	6	Each		
43	48" Precast Concrete Sewer Manhole (10'-12')	1	Each		
44	48" Precast Concrete Sewer Manhole (14'-16')	1	Each		
45	60" Precast Concrete Sewer Manhole (0'-6')	1	Each		
46	60" Precast Concrete Sewer Manhole (6'-8')	1	Each		
47	60" Precast Concrete Sewer Manhole (8'-10')	1	Each		
48	60" Precast Concrete Sewer Manhole (10'-12')	1	Each		
49	60" Precast Concrete Sewer Manhole (12'-14')	1	Each		
50	60" Precast Concrete Sewer Manhole (14'-16')	1	Each		
51	60" Precast Concrete Sewer Manhole (18'-20')	2	Each		
52	60" Precast Concrete Sewer Manhole (22'-24')	3	Each		
53	72" Precast Concrete Sewer Manhole (0'-6')	1	Each		
54	72" Precast Concrete Sewer Manhole (10'-12')	1	Each		
55	72" Precast Concrete Sewer Manhole (14'-16')	1	Each		
56	72" Precast Concrete Sewer Manhole (18'-20')	1	Each		
57	72" Precast Concrete Sewer Manhole (22'-24')	1	Each		
58	72" Precast Concrete Sewer Manhole (24'-26')	1	Each		
59	96" Precast Concrete Sewer Manhole (8'-10')	1	Each		
60	96" Precast Concrete Sewer Manhole (10'-12')	1	Each		
61	96" Precast Concrete Sewer Manhole (12'-14')	1	Each		
62	96" Precast Concrete Sewer Manhole (14'-16')	1	Each		
63	96" Precast Concrete Sewer Manhole (22'-24')	1	Each		
64	96" Precast Concrete Sewer Diverter Manhole (6'-8') (Incl walls & sluice gates)	1	Each		
65	Drop Manhole Assembly (All Depths)	7	Each		

Special Construction Items					
66	Demolition and Removal of Existing Manholes	26	Each		
67	Connection to Existing Lift Station (Incl sluice gate)	1	Lump Sum		
Service Items					
68	6" SDR 26 PVC Sewer Service Line	1,224	L.F.		
69	12"x12"x6" Service Tee	10	Each		
70	15"x15"x6" Service Tee	4	Each		
71	Insert-a-Tee (Service)	45	Each		
72	6" PVC Cleanout (Incl Box in paved areas or concrete pad in non-paved areas)	59	Each		
Miscellaneous Construction Items					
73	Granular Material (Class 6, Group C), LVM	5,300	C.Y.		
74	Select Fill Material (Class 9, Group C), LVM	10,250	C.Y.		
75	Size 825 Crushed Stone (Temporary Surface)	3,100	Ton		
76	Surface Course Asphalt (SC-1)	950	Ton		
77	Base Course Asphalt (BB-1)	950	Ton		
78	Concrete Driveway Repair (All Depths)	315	S.Y.		
79	Maintenance of Traffic	1	Lump Sum		
80	Grassing	1	Lump Sum		
81	Erosion Control	1	Lump Sum		
82	Mobilization	1	Lump Sum		
			Total		

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

592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2

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

592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2

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 \$ **1000.00** 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 **592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2** 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)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

Title

SURETY

WITNESSES:

ADDRESS

Name of person executing for Surety

Title

NOTICE OF AWARD

TO: _____

PROJECT Description: **592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2**

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: 592 PROGRAM SEWER REHABILITATION, CONTRACT NO. 2

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 _____ 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 Specifications, 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, nor 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 ten (10) 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.

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.

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.

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.

PIERS

Payment for piers shall include furnishing and installing all hardware, labor, and equipment required to assemble piers including pilings, lumber, and fasteners. Item shall be paid per each.

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.

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.

TIE TO EXISTING LIFT STATION (INCLUDING SLUICE GATE)

Payment for Tie to Existing Lift Station will include all labor, materials and equipment necessary. To complete the item as denoted on the construction plans. The item shall be paid as lump sum.

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.

INSERT-A-TEE

Payment for insert-a-tee shall include all labor, materials and equipment necessary to install per the manufacturers recommendations. Payment shall be per each.

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.

GRANULAR FILL MATERIAL

Payment for granular 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.

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.

WASH GRAVEL BEDDING

Payment for wash gravel bedding shall include furnishing and installing material as specified in the plans and specifications. Wash gravel bedding shall only be installed with written permission of engineer or his representative. Payment shall be per ton from certified scales.

SURFACE COURSE ASPHALT (SC-1 OR SC-2)

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 ton.

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.

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.

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 as 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

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - 1/2"	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 - 1/2" 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:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
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 vertical 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 as 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, boulders 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 beam. 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 completed 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. Joining 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 than 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 for 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 tar 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 Specifications.

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 Erosion Control: 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 General Grassing of Unimproved Areas

A. General: 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 fails 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. Grading: 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. Topsoil: 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 than 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)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50

Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
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 inoculants 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 in convenient 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 hardness 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 pass 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 at 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 at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the 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 at 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 at 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

INSERTA TEE INSTALLATION INSTRUCTIONS

U.S. Pat. No. 4365829 Canadian Pat. No. 1171114

Use Hole Saw Core Bits for PVC, Ribbed and Polyethylene pipe.

Use Diamond Core Bits for Concrete, Clay, Ductile Iron and Fiberglass pipe.

1.0 TOOLS REQUIRED

- a. Hand held drill with hole saws recommended for 4", 6" & 8" INSERTA TEES. Tie down Coring Machine recommended for 10" & 12" INSERTA TEES and all Diamond Bits.
- b. Bits:

INSERTA TEE	
Size Bit (hole)	Diameter
4" (100mm)	4 1/2" (112.5mm)
6" (150mm)	6 1/2" (162.5mm)
8" (200mm)	3/4" (218.8mm)
10" (250mm)	10 7/8" (271.9mm)
12" (300mm)	12 7/8" (321.9mm)
15" (375mm)	15 13/16" (395.3mm)
- c. 6lbs. (2.7 kg) hammer and 2" (50mm)x4" (100mm) board. 4" (100mm)x4" (100mm) on 15".
- d. Bottle of INSERTA TEE solution supplied with order.

2.0 INSTALLATION PROCEDURE

- a. Core the proper size hole. See Bit Diameters listed above.
- b. Insert the rubber sleeve into the cored hole with the GOLD VERTICAL LINE ON THE RUBBER SLEEVE facing to the side of the mainline. The upper segment should be on top of the wall or rib and the lower Segment (PVC, Ribbed & Polyethylene pipe only) should be on the inside of the pipe.
- c. Apply INSERTA TEE solution supplied to the inside of the rubber sleeve and to the outside of the PVC hub adapter.
CAUTION! Using pipe lub may result in Hub adapter popping out!
- d. Place the PVC hub adapter into the rubber sleeve. Make sure that the RED VERTICAL LINE ON THE PVC HUB ADAPTER IS IN LINE WITH THE GOLD VERTICAL LINE ON THE RUBBER SLEEVE.

- e. The RED HORIZONTAL LINE AT THE TOP OF THE HUB ADAPTER is a depth mark. This tells the installer just how far to drive the adapter into the rubber sleeve. Using the board and hammer drive the PVC hub adapter into the rubber sleeve to where the HORIZONTAL RED LINE ON THE PVC hub ADAPTER MEETS THE TOP OF THE RUBBER SLEEVE.
- f. Place the stainless band around the top of the rubber sleeve and tighten down.
- g. Install side service pipe in normal manner.

FIBERGLASS REINFORCED POLYMER (FRP) PIPE

PART 1 GENERAL

1.01 SUMMARY

A. Description

1. This section covers the manufacture and installation of fiberglass reinforced polymer (FRP) pipe for sanitary sewers.

1.02 REFERENCES

- A. ASTM D 3262 - Standard Specification for Reinforced Plastic Mortar Sewer Pipe.
- B. ASTM D 3517 – Standard Specification for Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pressure Pipe
- C. ASTM D 3567 - Standard Specification for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings.
- D. ASTM D 4161 - Specification for Fiberglass (Glass-Fiber-Reinforced Thermosetting- Resin) Pipe Joints Using Flexible Elastomeric Seals.
- E. ASTM D 2412 – Standard Test Method for Determination of External Loading Characteristic of Plastic Pipe by Parallel Plate Loading.
- F. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) Joining Plastic Pipe.

1.03 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittals.
- B. Submittals made under this section must be delivered to the Engineer's office no later than two weeks prior to the bid opening date in order for the manufacturer's product to be considered for approval. Failure to submit all required documents, or submittals received after the due date, will be cause for rejection, and the manufacturer will not be approved.
- C. Provide a complete project history list for all pipe manufactured and delivered from the pipe manufacturer for the past two years in the USA, either completed or under construction. Include the pipe size, quantity, name of the owner and contractor, and contact phone numbers.
- D. Product data submittals shall include the following, as a minimum:
 - 1. Complete product data for pipe, fittings and gaskets.
 - 2. Fabrication plans, details and design calculations for the pipe, manhole base sections and fittings signed and sealed by a Registered Professional Engineer.
 - 3. Properties and strengths of the pipe.
 - 4. Details of pipe joint with allowable deflection and offset limits

- 5. Detailed manufacturer's instructions for:
 - a. Storage
 - b. Handling
 - c. Transporting
 - d. Installation
 - e. Pipe repair
- E. Test Reports: Provide complete testing results for **ALL** of the ASTM standards listed in paragraph 1.02 of this section from pipe manufactured at the plant proposed to fabricate the pipe for this project. All testing results shall be signed and sealed by a Registered Professional Engineer and be in full compliance with the standards. No short term, partial or re-qualification results, or pipe produced at other manufacturing sites will be acceptable.
- F. A Quality Assurance Manual showing the existence and structure of an internal quality assurance program operating independently of the production management, with check points and procedures to identify materials received and products manufactured as conforming to the specifications.
 - 1. A list of key Quality Control personnel. The list shall include the number of years experience associated with fiberglass Reinforced Polymer Pipe, and number of years employed at the site proposed for production of pipe for this project. Key personnel must have a minimum of five (5) years of experience with manufacture of fiberglass pipe two (2) years in a production supervisory position, and have been employed with the manufacturer for a minimum of two (2) years in a key quality control position.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. In order for a manufacturer to be preapproved for this project, the manufacturer must have met all the requirements of this specification, and have produced a minimum of 375,000 linear feet of pipe similar in size and scope from the plant proposed to fabricate the pipe for this project.
- B. All pipe for this project shall be manufactured by a single qualified manufacturer at one location. All testing shall have been performed where the pipe is manufactured and shall be subject to inspection by the Owner and Engineer.

2.02 MATERIALS

- A. Resin Systems: The manufacturer shall use only polyester resin systems with a proven history of performance in this particular application. The historical data shall have been collected from applications of a composite material of similar construction and composition as the proposed product.
- B. Glass Reinforcements: The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade glass filaments with

binder and sizing compatible with impregnating resins. Pipes for the conveyance of sanitary sewer shall use E glass.

- C. Fillers: Silica sand (98% silica with a maximum moisture content of 0.2%) or other suitable materials may be used.
- D. Additives: Resin additives, such as pigments, dyes, and other coloring agents, if used, shall in no way be detrimental to the performance of the product nor shall they impair visual inspection of the finished products.
- E. Rubber Gaskets: Supply from an approved gasket manufacturer in accordance with ASTM F 477. Gaskets shall be bound to the fiberglass coupling by an interlocking structure to prevent the gasket from rolling during assembly.
- F. The internal liner resin shall be suitable for service as sewer pipe, and shall be highly resistant to exposure to sulfuric acid as produced by biological activity from hydrogen sulfide gases, contain no reinforcement, and be of high abrasion resistance.

2.03 MANUFACTURE AND CONSTRUCTION

- A. Pipes
 - 1. Furnish pipes in the diameters specified and within the tolerances specified below.
 - 2. Manufacture pipe to result in a dense, nonporous, corrosion-resistant, consistent composite structure to meet the operating conditions as shown on the Drawings.
 - 3. Do not use stiffening ribs or rings.
- B. Couplings: Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric full face sealing gaskets as the sole means to maintain joint watertightness. Chemical grout, epoxy grout, or internal repair boots will not be accepted as long term watertight seals. The joints must meet the performance requirements of ASTM D 4161.
- C. Fittings: Flanges, elbows, reducers, tees, and other fittings shall be capable of withstanding operating conditions when installed. They may be contact molded or manufactured from mitered sections of pipe joined by glass fiber reinforced overlays. Ductile iron, stainless steel, or fusion bonded epoxy coated steel fittings may also be used. Thrust blocks or other means of restraint may be used as necessary.
- D. Manhole Connections: Provide a water stop flange (wall pipe) for connection to a cast-in-place manhole base or other structure.

2.04 DIMENSIONS

- A. Diameters: The outside diameter (12"-96") shall be in accordance with AWWA C-950. Custom diameters shall be per the manufacturer's design.
- B. Lengths: The pipe standard length shall be approximately 20 feet. Shorter and custom lengths will be supplied as defined by the project requirements.

- C. Wall Thickness: The minimum average wall thickness shall be the stated design thickness in accordance with ASTM D 3567.

2.05 STIFFNESS CLASSES

- A. Stiffness class of FRP pipe shall satisfy design requirements, but shall not be less than SN46, when used in direct bury operation; SN36, when installed within a primary tunnel liner.
- B. Stiffness class of FRP in a pipe jacking operation shall be governed either by the ring deflection limitations or by a pipe design providing longitudinal strength required by the jacking method and shall satisfy design requirements stated below. Submit design calculations as required in Paragraph 1.03, Submittals.
 - 1. Pipe stress calculations based on jacking loads shall be performed to conform with manufacturer's recommendations.
 - 2. Pipe deflection calculations shall ensure that predicted deflection will be less than 5 percent under long-term loading conditions (soil prism load) for the highest density of soil overburden and surcharge loads. Deflection on calculations shall be prepared using long-term (drained) values for soil parameters contained in the geotechnical investigation report for the Project, or other site-specific data obtained by the Contractor as approved by the Engineer.

2.06 TESTING

- A. Pipe sections shall be tested manhole section to manhole section by a low pressure air test according to section 02534 of these Specifications. Each pipe section must pass testing before additional sections of pipe can be constructed, unless otherwise approved by the Engineer.
- B. If a pipe section fails to pass the low pressure air test, an individual joint tester shall be used to isolate any leaking joints. Any leaking joints shall be removed and relayed, or repaired with a structural glass lay-up. The method of mitigation shall be the sole option of the Engineer. No other repair will be acceptable.
- C. Pipes shall be tested in accordance with AWWA C-950 or ASTM D 3754, as applicable, except that the factory hydrostatic pressure testing is not required.
- D. Joints: Coupling joints shall be qualified per the tests of Part 7 of ASTM D 4161.

2.07 INSPECTION

- A. The Engineer shall be entitled to inspect pipes or witness the pipe manufacturing. Such inspection shall not relieve the manufacturer of the responsibilities to provide products that comply with the applicable standards and these Specifications.
- B. Manufacturer's Notification: Should the Engineer wish to see specific pipes during any phase of the manufacturing process, the manufacturer must provide the Engineer with adequate advance notice of when and where the production of those pipes will take place.

- C. Any inspection or observation by the Engineer in no way implies approval of products or tests.
- D. Failure to Inspect: Should the Engineer elect not to inspect the manufacturing, testing, or finished pipes, it in no way implies approval of products or tests.

2.08 PACKAGING, HANDLING, AND SHIPPING

- A. Packing, handling, and shipping shall be done in accordance with the manufacturer's recommendations.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install pipe and fittings in accordance with requirements for Sanitary Sewage Systems.
- B. The manufacturer shall supply a suitable qualified field service representative to be present periodically during the installation of pipe.
- C. Pipe Bedding: Conform to requirements of Sanitary Sewage Systems.
- D. Pipe Handling: Use textile slings, rope, or forklift. Do not use chains or cables.
- E. Jointing
 - 1. Clean ends of pipe and coupling components.
 - 2. Check pipe ends and couplings for damage. Correct any damage found.
 - 3. Coupling grooves shall be completely free of dirt.
 - 4. Apply joint lubricant to pipe ends and rubber seals of coupling. Use only lubricants approved by the pipe manufacturer.
 - 5. Use suitable auxiliary equipment, such as a wire rope puller, to pull joints together.
 - 6. Do not exceed forces recommended by the manufacturer for coupling pipe. If excessive force is required, remove coupling, determine source of problem, and correct it.
 - 7. In the process of jointing the pipe, do not allow the deflection angle to exceed the deflection permitted by the manufacturer.

RIBBED PVC PIPE SPECIFICATIONS

1.0 GENERAL:

PVC profile wall pipe meeting ASTM F-794-03, shall have radial corrugations perpendicular to the axis of the pipe. Pipe shall be seamless and corrugations shall be non-spiraled. The pipe stiffness shall be a minimum of 46 PSI as defined by ASTM D2412. The pipe shall have minimum impact strength of 220 ft/lbs. as defined by ASTM D2444.

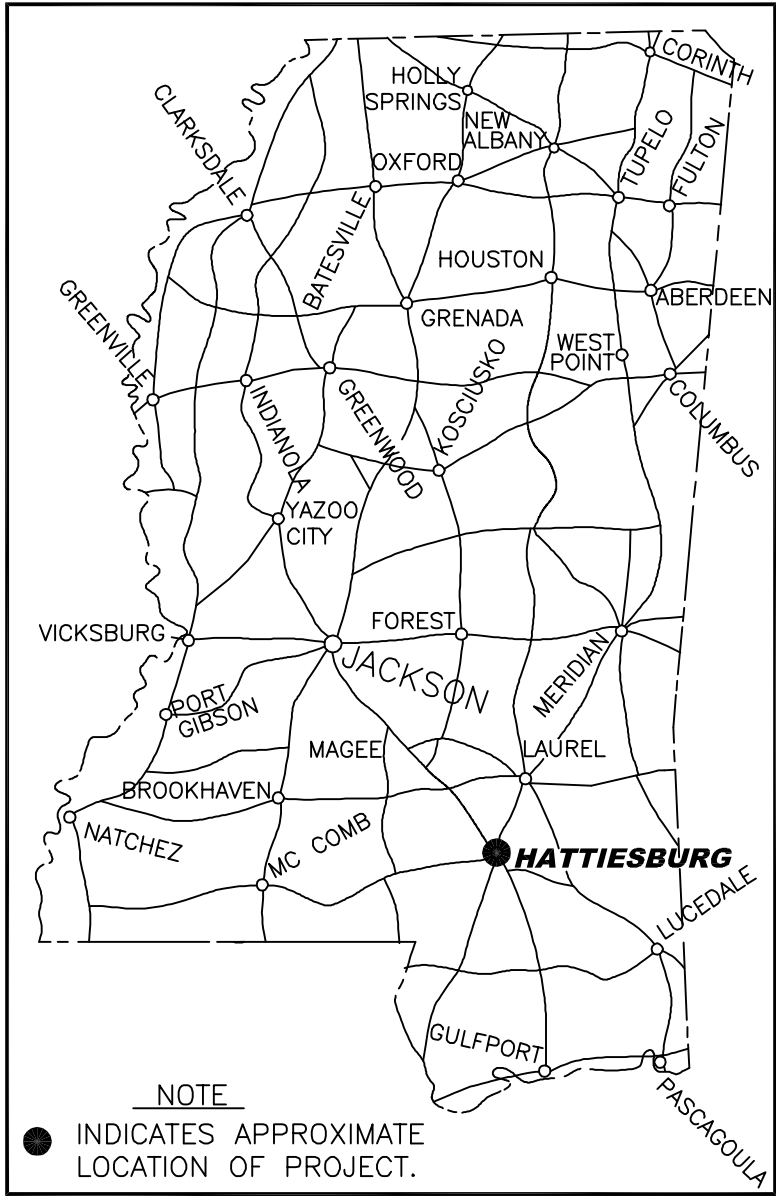
Pipe shall have a smooth interior with a Manning Flow Coefficient of $n=0.009$. Pipe shall have a single sealing gasket, meeting ASTM F-477, and shall be installed on pipe by manufacturer prior to shipment.

The perpendicular corrugations of the pipe shall allow for the placement of the sealing gasket without additional cutting, adhesive or machining. The joint shall meet ASTM D3212.

Pipe shall be manufactured from 12454B cell classification, as defined by ASTM D1784. PVC Profile Wall Pipe shall be manufactured in fourteen-foot lay lengths and shall be green in color for sewer identification.

Manufacturer shall have a minimum of 5 years of manufacturing experience in making corrugated PVC Sewer Pipe.

CONSTRUCTION PLANS
FOR
592 PROGRAM SEWER REHABILITATION
CONTRACT No. 2



GENERAL INDEX

FOR DETAILED INDEX OF PLANS SEE SHEET NO. 2

DESCRIPTION	NUMBER OF SHEETS
TITLE SHEET	1
FRONT END SHEETS	2
PLAN AND PROFILES	9
SPECIAL DESIGN SHEETS	9
ROADWAY DESIGN STANDARDS	3
TOTAL SHEETS	24

FOR THE

CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI

MAYOR

Johnny DuPree, Ph. D.

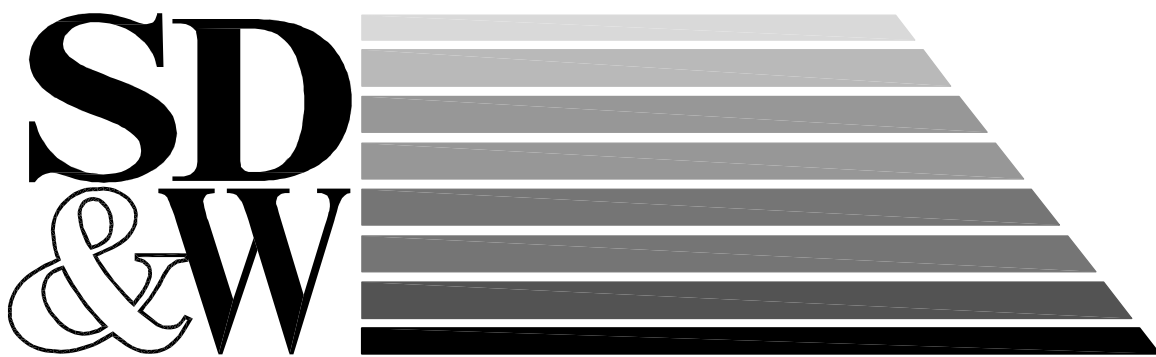
COUNCIL PERSONS

Kim Bradley, President
Deborah D. Delgado
Carter Carroll
Dave Ware
Henry E. Naylor

PUBLIC SERVICES DIRECTOR

Bert Kuyrkendall, P.E.

PREPARED BY:

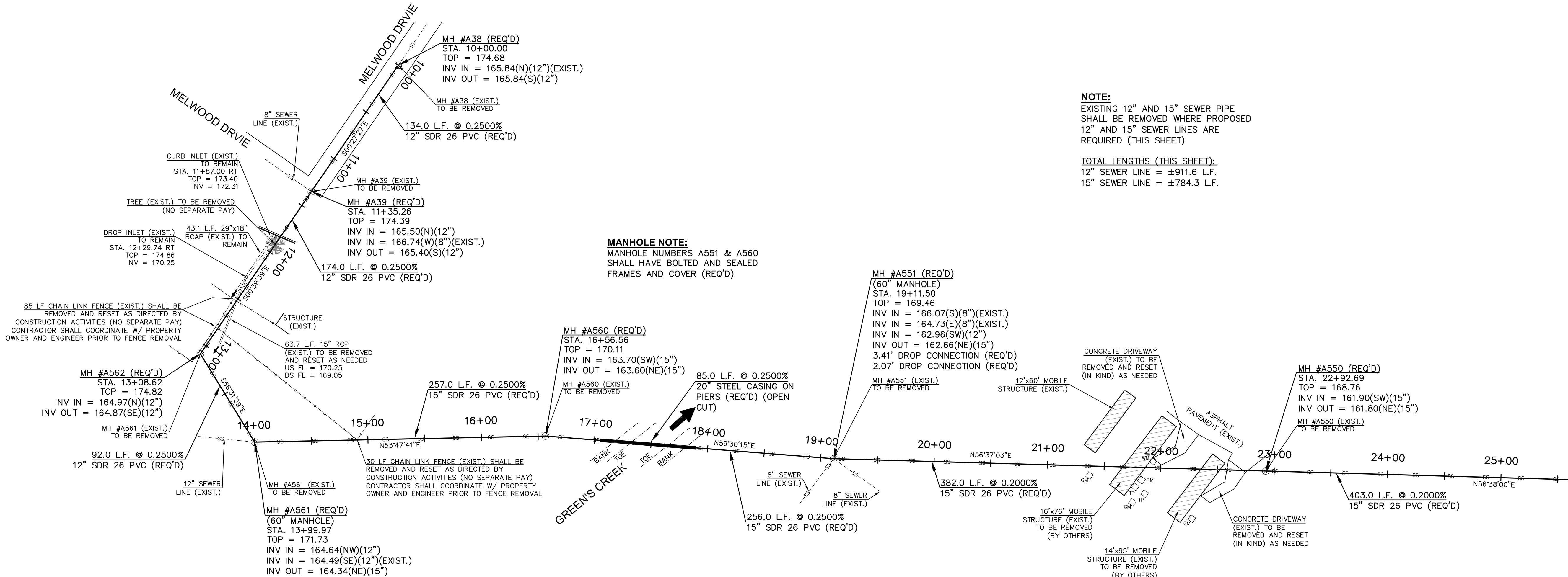


SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM

P: (601) 544 - 1821
F: (601) 544 - 0501

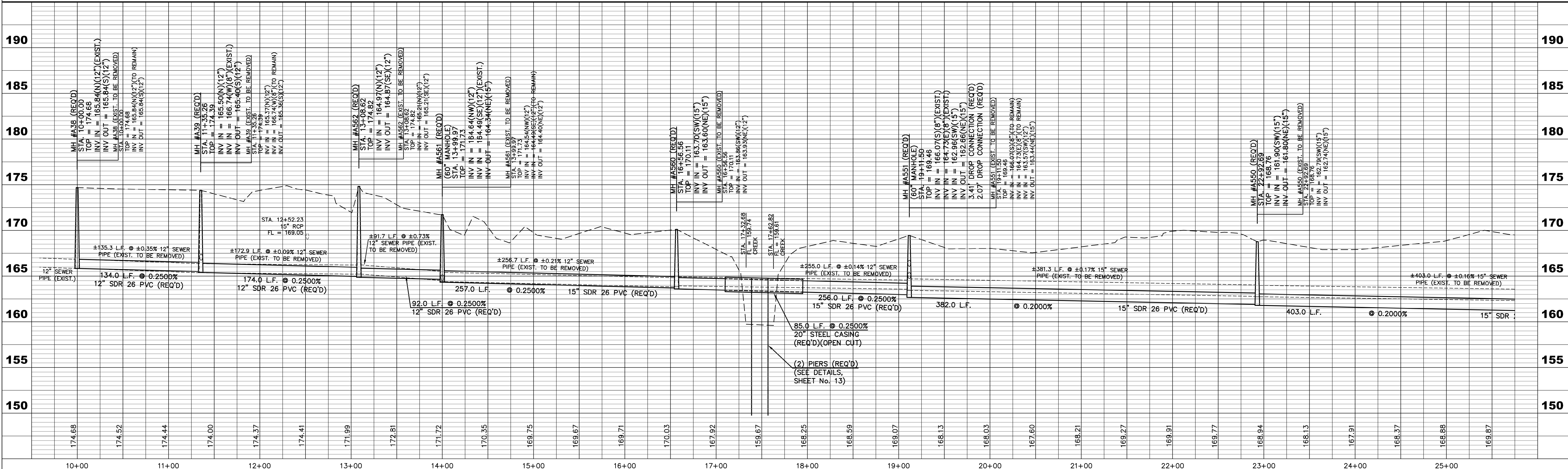
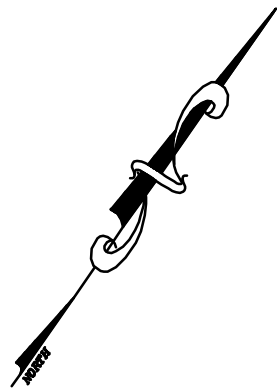
OCTOBER 2011



NOTE:
EXISTING 12" AND 15" SEWER PIPE
SHALL BE REMOVED WHERE PROPOSED
12" AND 15" SEWER LINES ARE
REQUIRED (THIS SHEET)

TOTAL LENGTHS (THIS SHEET):
12" SEWER LINE = ±911.6 L.F.
15" SEWER LINE = ±784.3 L.F.

MANHOLE NOTE:
MANHOLE NUMBERS A551 & A560
SHALL HAVE BOLTED AND SEALED
FRAMES AND COVER (REQ'D)



SEWER REHABILITATION SITES 1 & 2
CITY OF HATTIESBURG, FORREST COUNTY, MS

DATE	REVISION	BY

DRAWN BY: RES

DATE: 12-15-08

CHECKED BY:

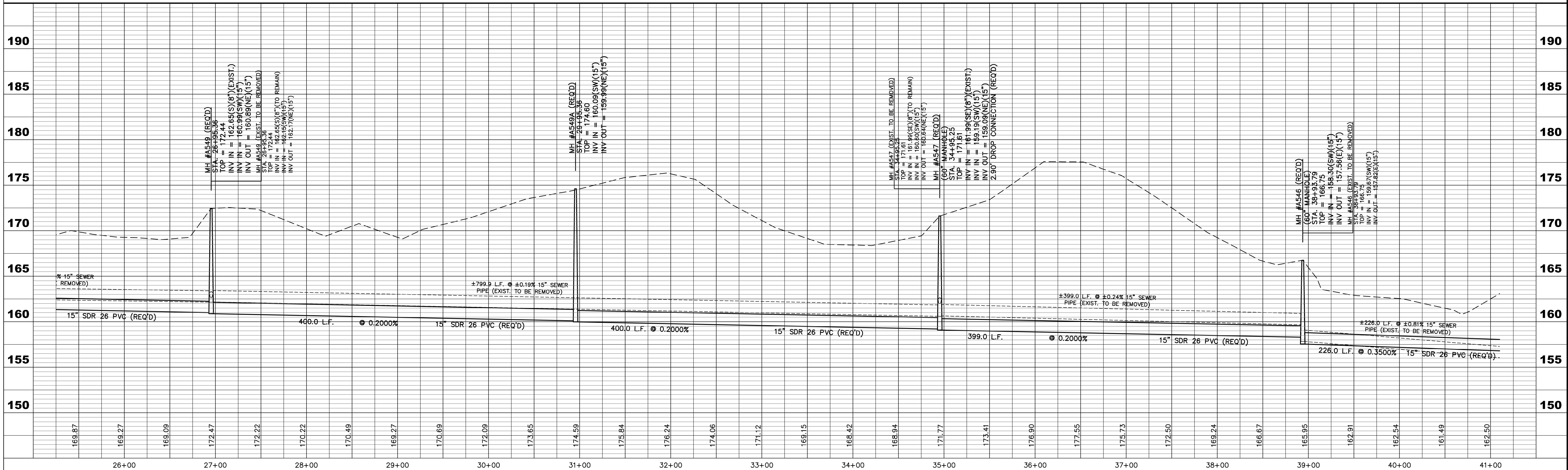
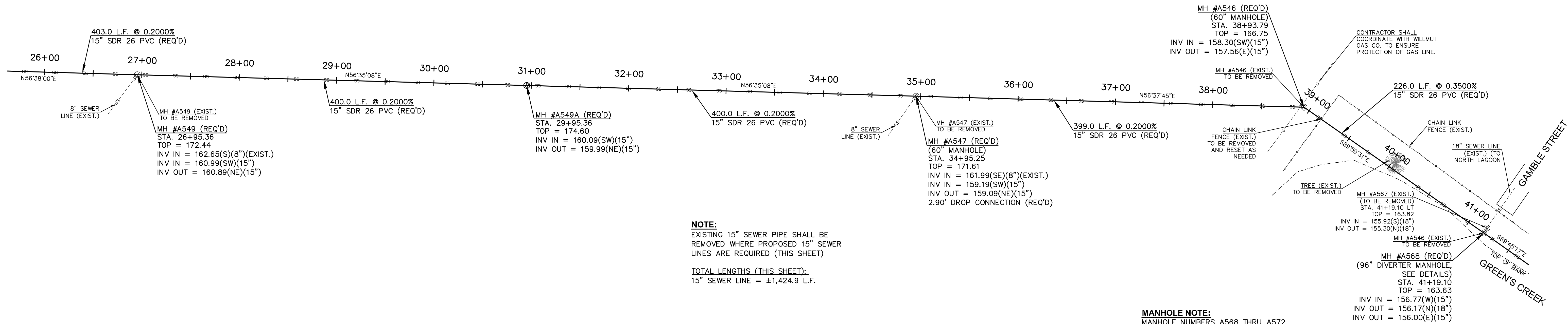
SCALE: 1"=50' H, 1"=5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39401-1711
391 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
P: (601) 544-1821
F: (601) 544-1081

DRAWING NO.
F04-1207S2
SHEET 04

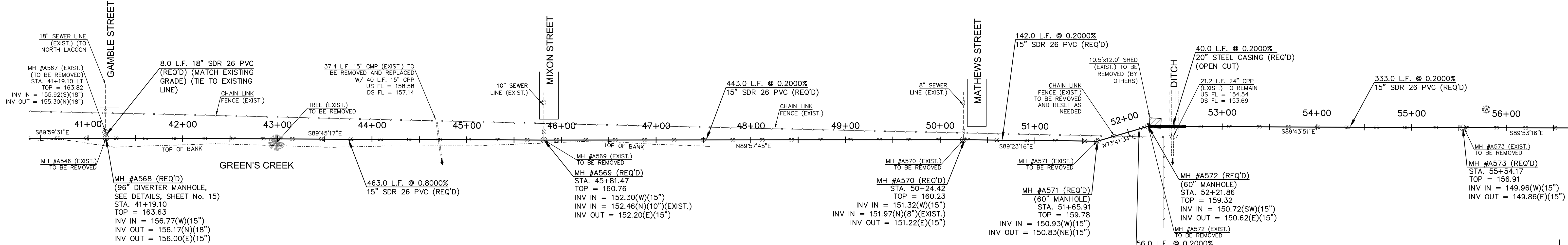
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SEWER REHABILITATION SITES 1 & 2
CITY OF HATTIESBURG, FORREST COUNTY, MS

DATE	REVISION	BY	SCALE: 1"=50' H, 1"=5' V	DRAWN BY: RES DATE: 12-15-08 CHECKED BY: DATE: 12-15-08	SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39401-1711 391 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-1081	DRAWING NO. F04-1207S2 SHEET 05
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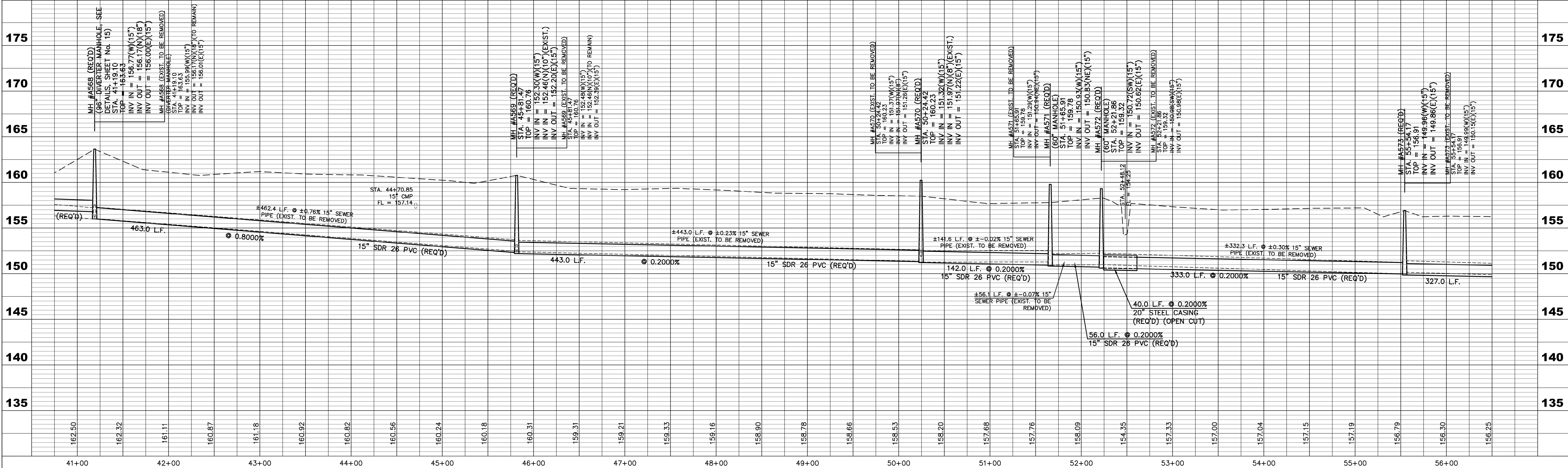


MANHOLE NOTE:
MANHOLE NUMBERS A568 THRU A572
SHALL HAVE BOLTED AND SEALED
FRAMES AND COVERS (REQ'D)

SPECIAL NOTE:
THE AREA INSIDE THE FENCE (AS
SHOWN ON THIS SHEET) IS A SECURE
AREA OWNED AND OCCUPIED BY
HERCULES, INC. THE CONTRACTOR
SHALL COORDINATE SECURITY ISSUES
WITH HERCULES, INC. AND BEAR ALL
COSTS ASSOCIATED WITH THE
REQUIREMENTS OF HERCULES, INC.

NOTE:
EXISTING 15" SEWER PIPE SHALL BE
REMOVED WHERE PROPOSED 15" SEWER
LINES ARE REQUIRED (THIS SHEET)

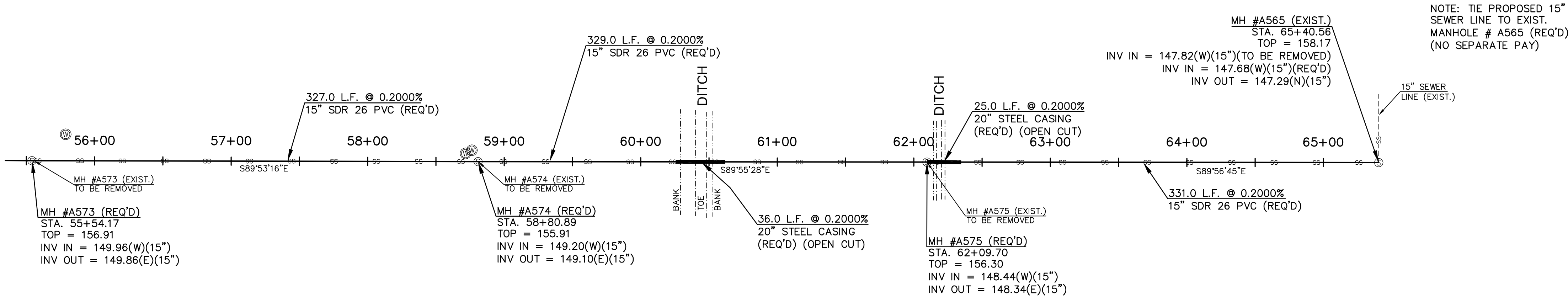
TOTAL LENGTHS (THIS SHEET):
15" SEWER LINE = ±1,435.4 L.F.



SEWER REHABILITATION SITES 1 & 2
CITY OF HATTIESBURG, FORREST COUNTY, MS

DRAWN BY: RES			DATE: 12-15-08		 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39402-1711 391 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-1081	DRAWING NO. F04-1207S2 SHEET 06
DATE	REVISION	BY	SCALE: 1"=50' H, 1"=5' V	CHECKED BY:			

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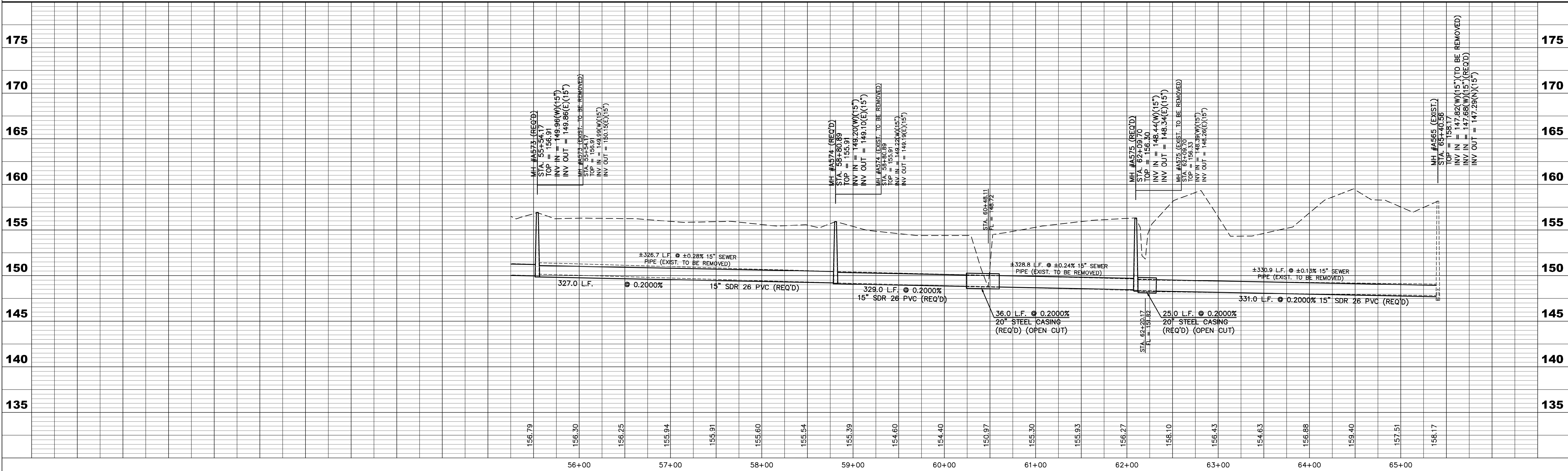


NOTE:
EXISTING 15" SEWER PIPE SHALL BE
REMOVED WHERE PROPOSED 15" SEWER
LINES ARE REQUIRED (THIS SHEET)

TOTAL LENGTHS (THIS SHEET):
15" SEWER LINE = ±986.4 L.F.

MANHOLE NOTE:
MANHOLE NUMBER A575 SHALL HAVE
BOLTED AND SEALED FRAME AND
COVER (REQ'D)

NOTE: TIE PROPOSED 15"
SEWER LINE TO EXIST.
MANHOLE # A565 (REQ'D)
(NO SEPARATE PAY)



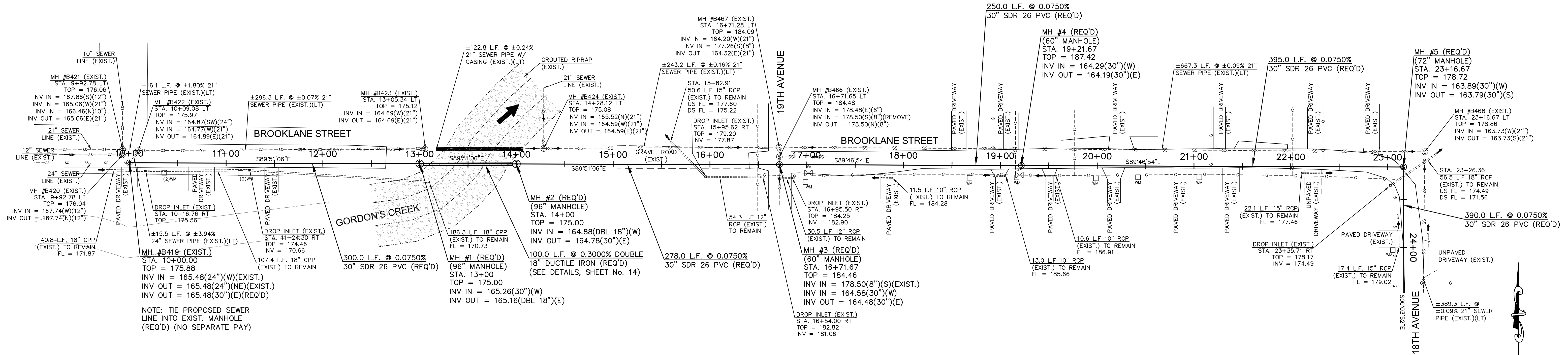
SEWER REHABILITATION SITES 1 & 2
CITY OF HATTIESBURG, FORREST COUNTY, MS

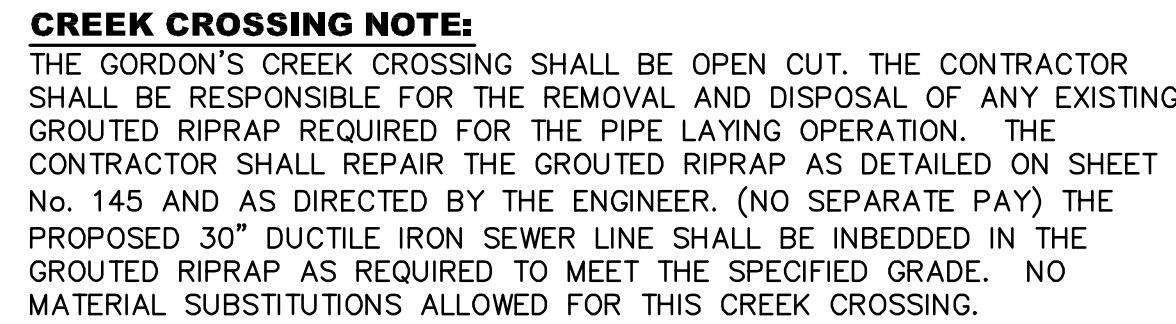
			DRAWN BY: RES	 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI, 39405-1711 391 SECOND AVENUE HATTIESBURG, MISSISSIPPI, 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-1001	DRAWING NO.
			DATE: 12-15-08			F04-1207S2
			CHECKED BY:			SHEET 07
DATE	REVISION	BY	SCALE: 1"=50' H, 1"=5' V			



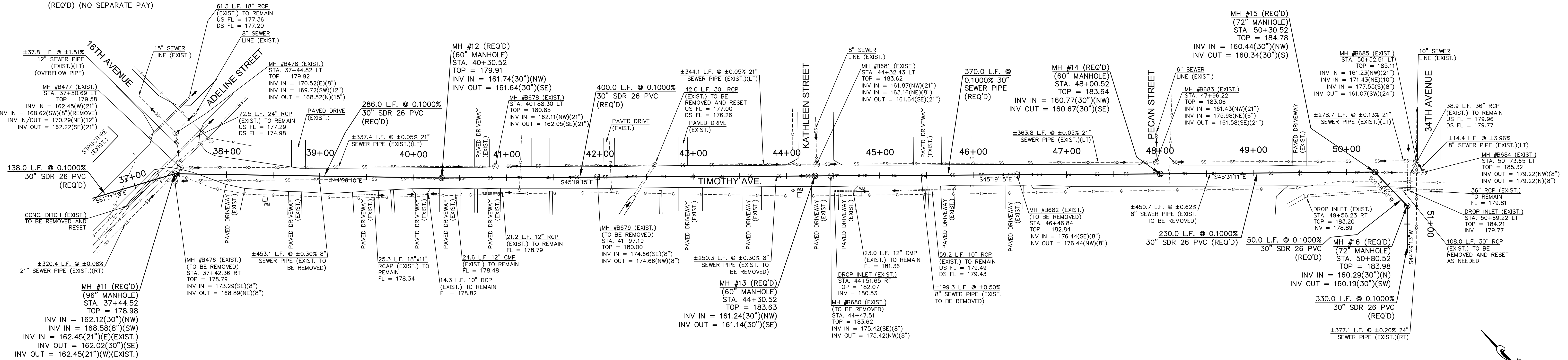
CREEK CROSSING NOTE:

THE GORDON'S CREEK CROSSING SHALL BE OPEN CUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY EXISTING GROUTED RIPRAP REQUIRED FOR THE PIPE LAYING OPERATION. THE CONTRACTOR SHALL REPAIR THE GROUTED RIPRAP AS DETAILED ON SHEET No. 145 AND AS DIRECTED BY THE ENGINEER. (NO SEPARATE PAY) THE PROPOSED DOUBLE 18" DUCTILE IRON SEWER LINE SHALL BE INBEDDED IN THE GROUTED RIPRAP AS REQUIRED TO MEET THE SPECIFIED GRADE. NO MATERIAL SUBSTITUTIONS ALLOWED FOR THIS CREEK CROSSING.

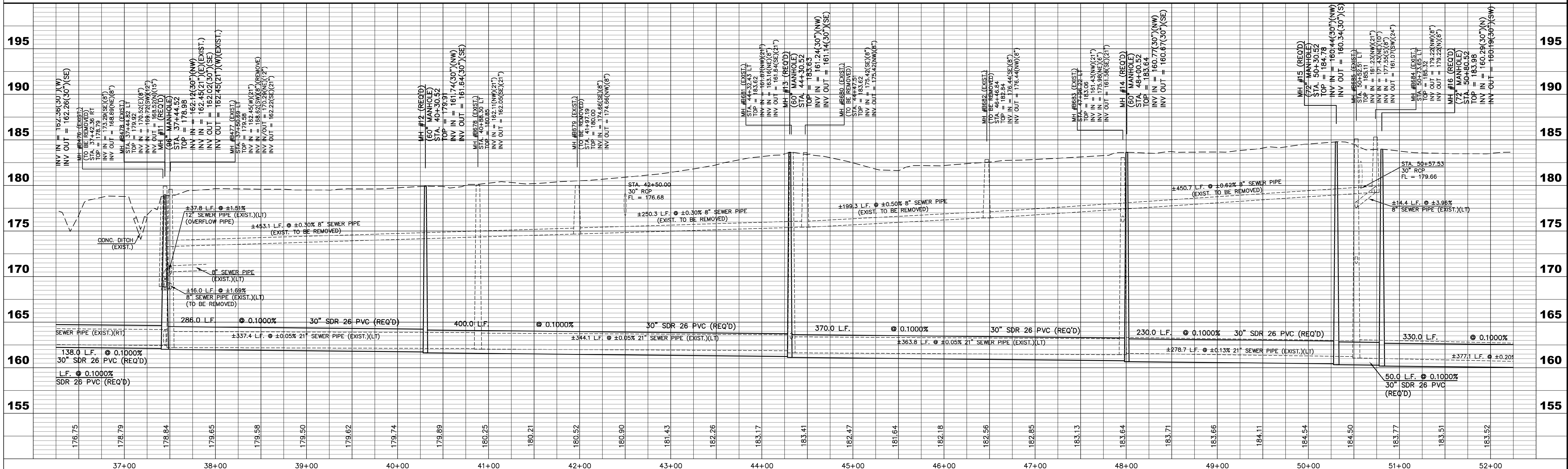




NOTE: PLUG INVERT OUT (SW)
IN EXIST. MANHOLE # B477
AFTER REMOVAL OF PIPE
(REQ'D) (NO SEPARATE PAY)



SANITARY SEWER SERVICE NOTE:
THE EXISTING SEWER LINE ALONG THE NORTH SIDE OF TIMOTHY LANE SHALL REMAIN IN SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INTEGRITY OF THE LINE. THE CONTRACTOR SHALL ALSO REPLACE ANY SEWER SERVICES RELOCATED OR TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION PROCESS. NO ADDITIONAL PAY FOR THESE ITEMS.



SEWER REHABILITATION SITES 4-7
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

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DATE: 10-10-2011
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SCALE: 1"=50' H, 1"=5' V

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SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39401
HATTIESBURG, MISSISSIPPI 39401
P: (601) 544-1821
F: (601) 544-0801

DRAWING NO.
F04-1207S2
SHEET 11

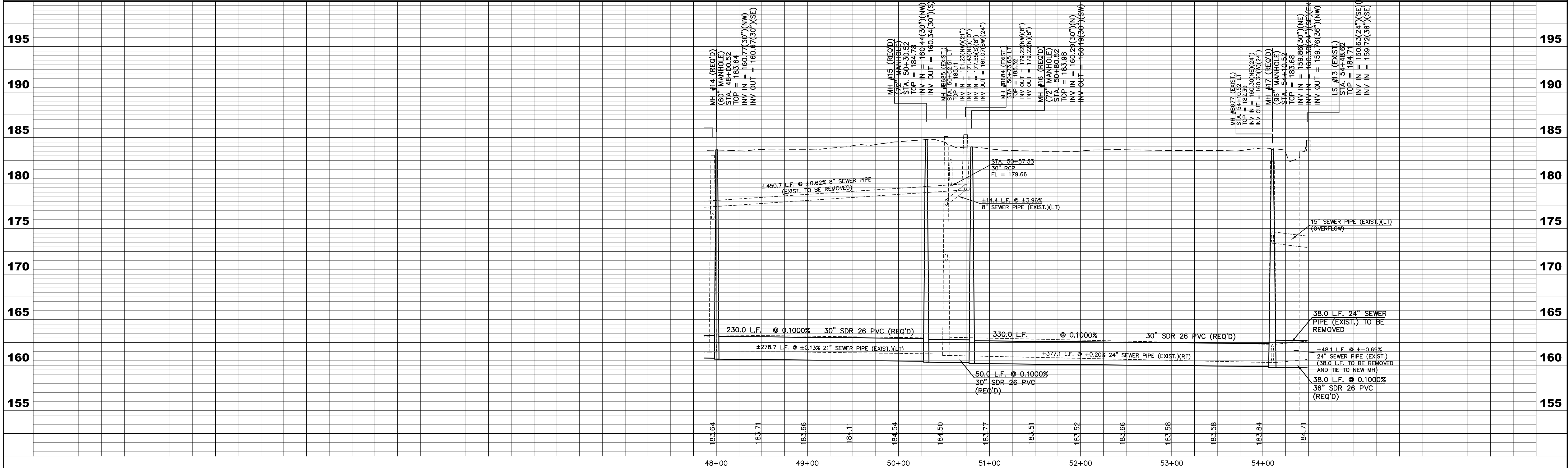
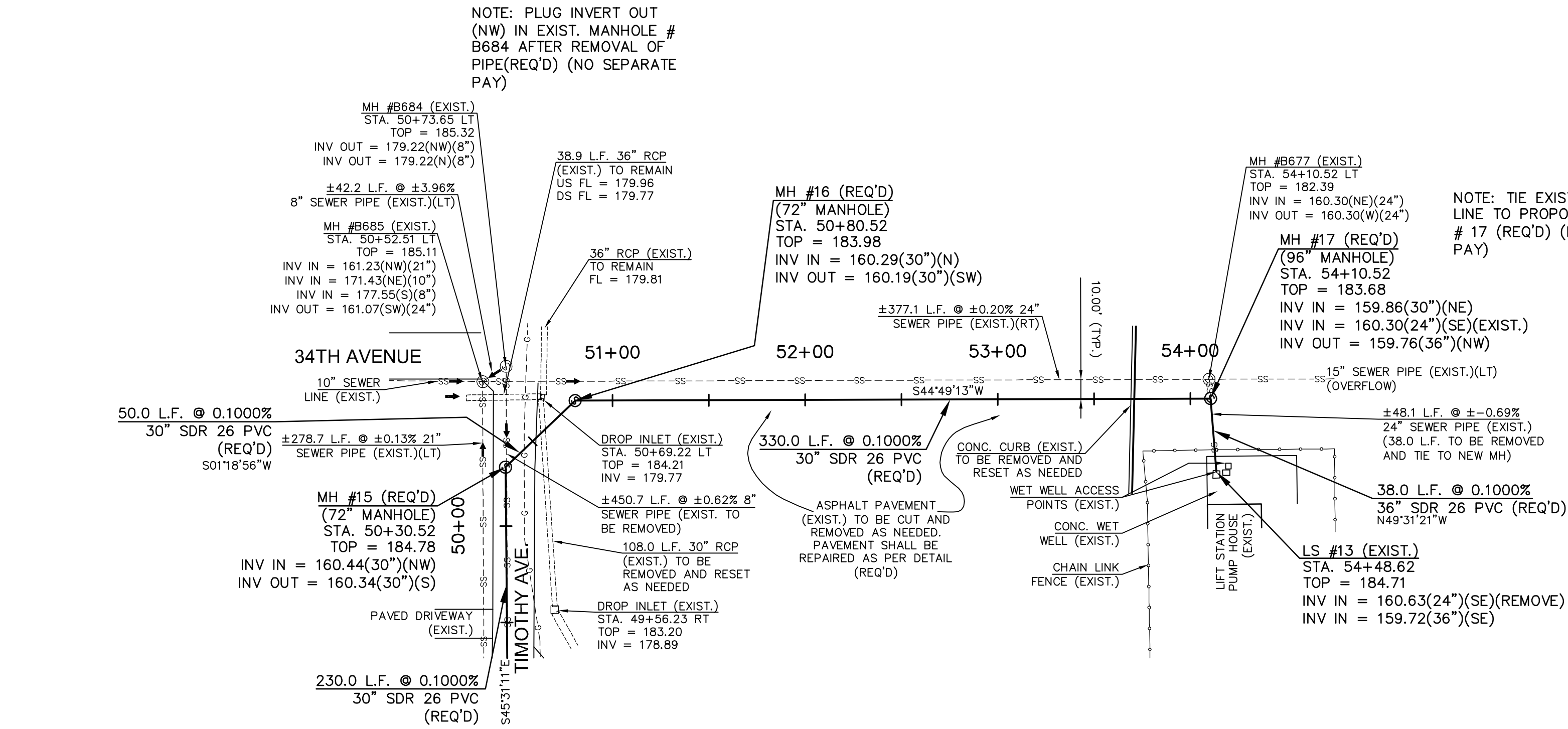
LIFT STATION NOTES:

1. THIS PROJECT REQUIRES THAT THE EXISTING 24" SANITARY SEWER LINE (FROM MANHOLE No. 17 TO LIFT STATION No. 13) BE REMOVED AND REPLACED WITH A 36" SEWER PIPE. BY-PASS PUMPING SHALL BE REQUIRED AS A PART OF THE PIPE REPLACEMENT OPERATION. (NO SEPARATE PAY) THE CONTRACTOR SHALL COORDINATE ANY BY-PASS PUMPING WITH THE ENGINEER AND THE OWNER.

2. THE EXISTING 24" SLUICE GATE (INSIDE THE LIFT STATION WET WELL) SHALL BE REMOVED AND REPLACED WITH WATERMAN INDUSTRIES, INC., HEAVY DUTY, SELF CONTAINED, NON-RISING STEM, STAINLESS STEEL, 36"x36", 5000 SERIES SLUICE GATE, OR APPROVED EQUAL, MOUNTED WITH STAINLESS STEEL HARDWARE AS PER MANUFACTURER'S SPECIFICATIONS.

3. THE PROPOSED 36" SEWER PIPE SHALL BE INSTALLED IN THE EXISTING WET WELL WALL AND SEALED WITH GROUT, AS DIRECTED BY THE ENGINEER. THE OPENING IN THE EXISTING WET WELL WALL REQUIRED FOR THE 36" SEWER PIPE IS BOTH LOWER AND LARGER THAN THE EXISTING OPENING. THE CONTRACTOR SHALL TAKE CARE, DURING THE CONSTRUCTION PROCESS, NOT TO DAMAGE ANY MORE OF THE EXISTING STRUCTURE THAN IS NECESSARY TO COMPLETE THE INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR STRUCTURAL REPAIRS TO THE EXISTING WET WELL WALL WHICH WILL BE REQUIRED FOR THE INSTALLATION OF THE 36" SEWER PIPE AS WELL AS ANY DAMAGE RESULTING FROM THE CONSTRUCTION PROCESS. ALL PROPOSED MODIFICATIONS AND REPAIRS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO THE START OF THE ANY WORK ON THE EXISTING WET WELL.

4. THE CONTRACTOR SHALL BE AWARE OF ALL EXISTING SITE CONDITIONS (INCLUDING ALL UTILITIES AND OTHER SEWER LINES) AS WELL AS THE EXISTING CONDITIONS OF THE LIFT STATION (INCLUDING PUMPS, CONTROLS, WET WELL, ETC.) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PLAN FOR CONTINGENCIES IN ORDER TO MINIMIZE CONSTRUCTION DELAYS. TAKING THIS LIFT STATION OUT OF SERVICE MAY BE REQUIRED TO COMPLETE CONSTRUCTION. MINIMAL DOWN TIME FOR THIS LIFT STATION IS A MUST FOR THIS PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE OWNER PRIOR AND DURING ALL LIFT STATION MODIFICATIONS WHICH REQUIRE THE LIFT STATION TO BE SHUT DOWN.

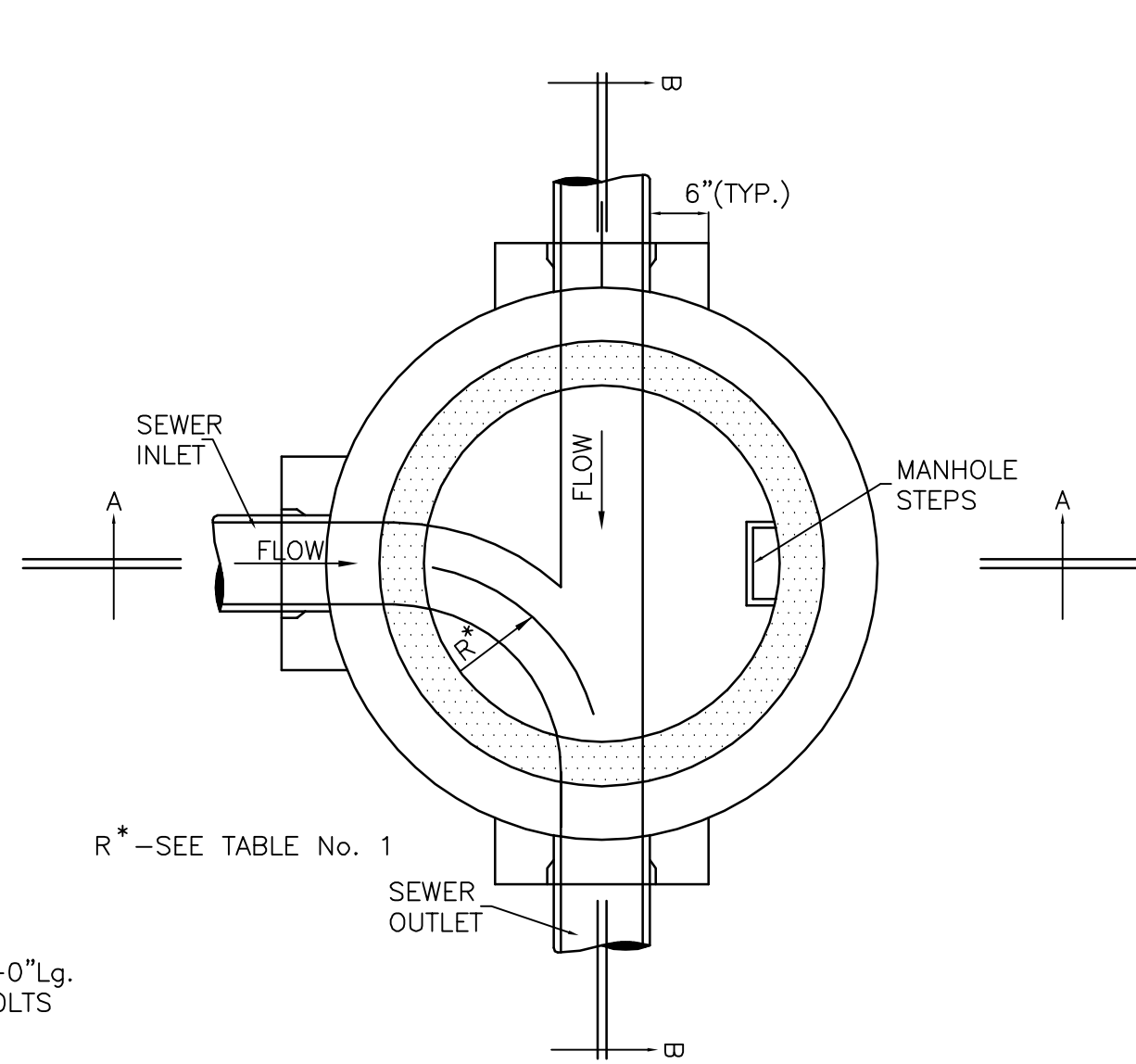


SEWER REHABILITATION SITES 4-7
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

DRAWN BY: RES
DATE: 10-10-2011
CHECKED BY:
SCALE: 1"=50' H, 1"=5 V

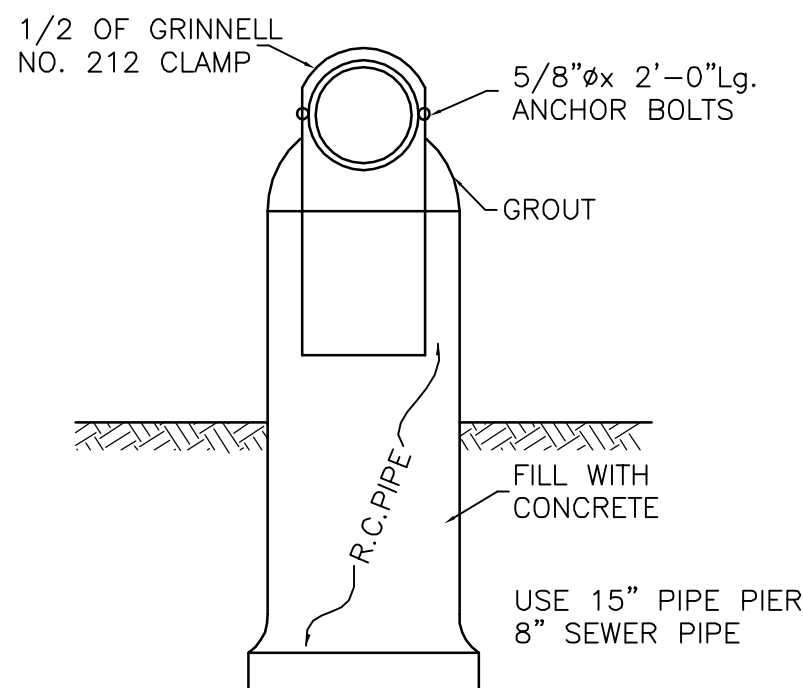
SD
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39405-1711
391 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
P: (601) 544-1821
F: (601) 544-1081

DRAWING NO.
F04-1207S2
SHEET 12



SECTIONAL PLAN
STANDARD PRECAST 4'-0" DIAMETER MANHOLE

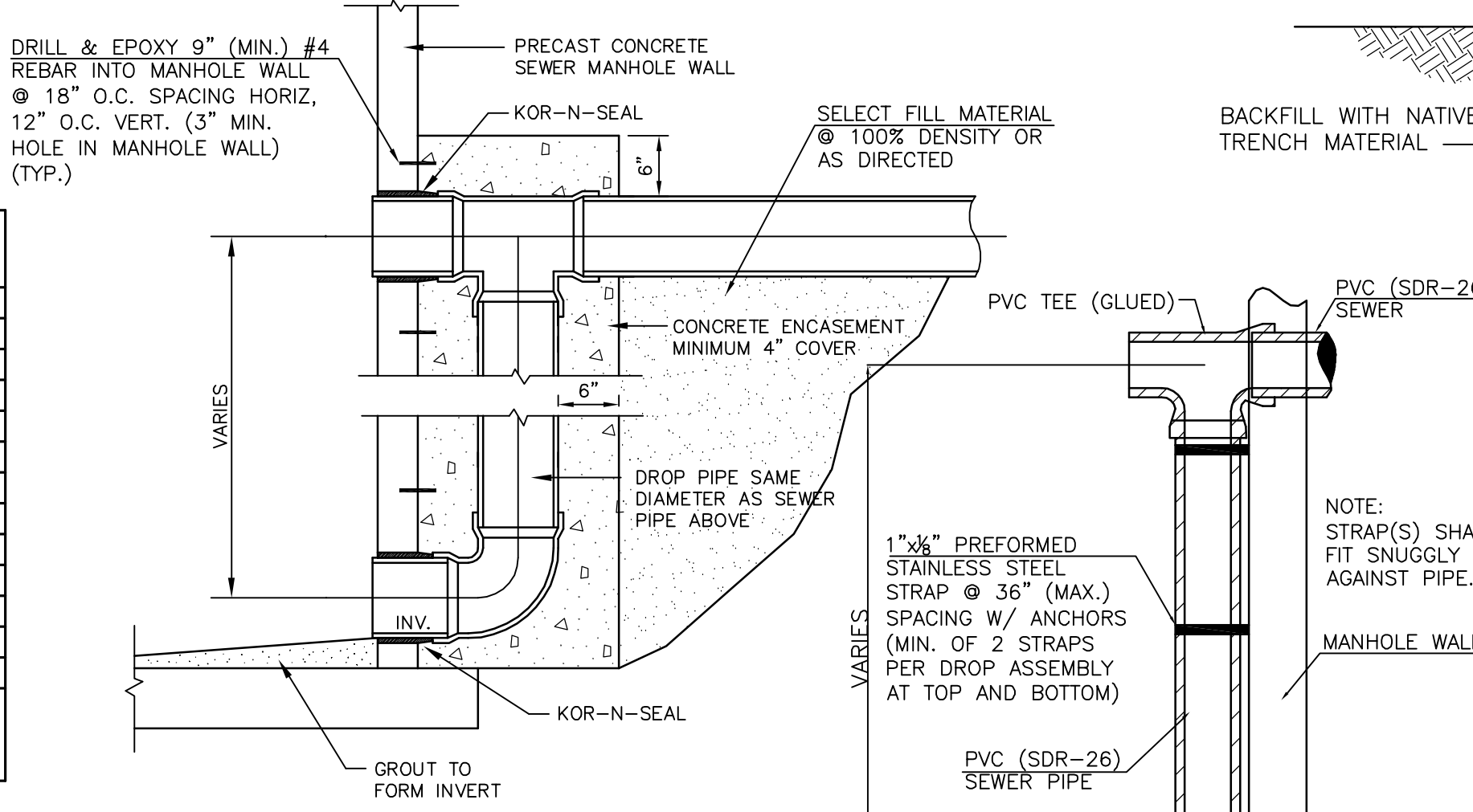
NOTE: 5'-0" & 6'-0" DIAMETER MANHOLE MAY BE SIMILAR DESIGN IF APPROVED BY THE ENGINEER. SHOWN WITH CLAY OR CONCRETE PIPE



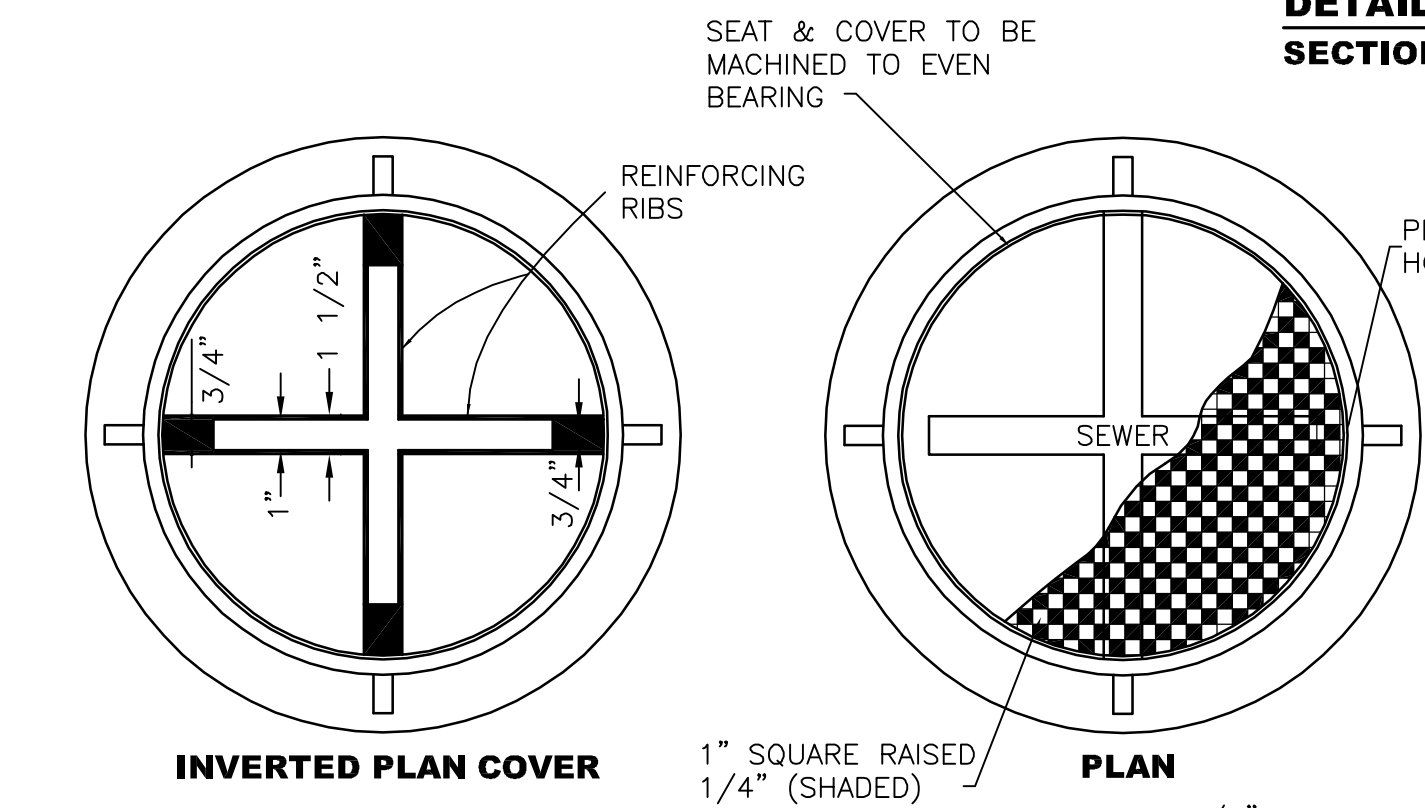
CONCRETE PIPE PIER

TABLE NO. 1 GOVERNING DIMENSIONS FOR MANHOLES				
PIPE SIZE	Ø ANGLE	MIN. BASE DIAMETER	"R"x	
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



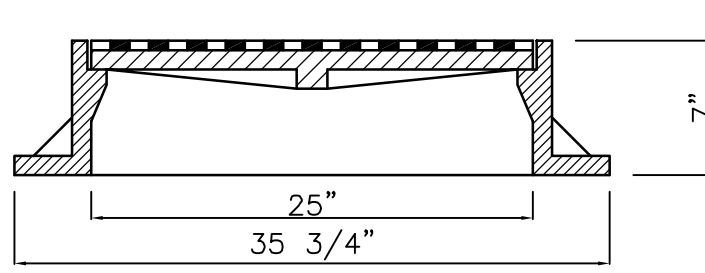
DETAIL "B"
SECTION C-C



INVERTED PLAN COVER

1" SQUARE RAISED 1/4" (SHADED)

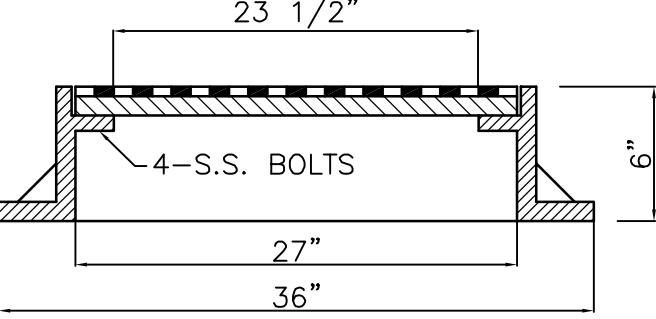
PLAN



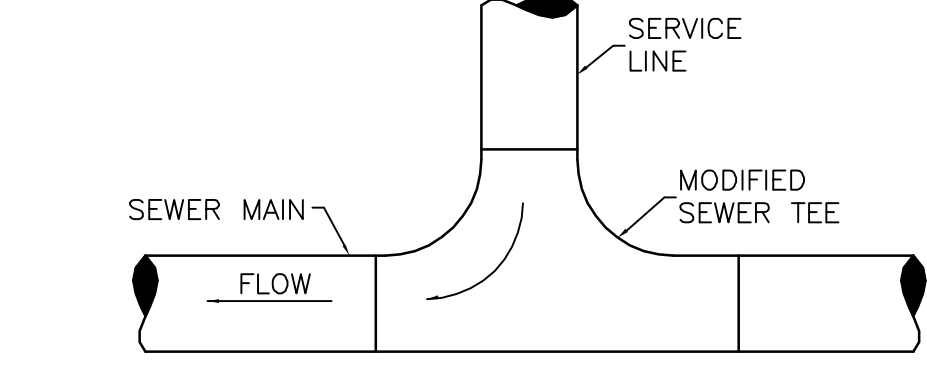
STANDARD SECTION

STANDARD COVER & FRAME DF-25(7) J.S. OR V-1115 ONLY
WATERTIGHT COVER & FRAME V-2357 OR DF-25(7)W.T. ONLY

STANDARD MANHOLE COVERS



WATERTIGHT SECTION



TYPICAL STUB OUT FOR SERVICE LINE

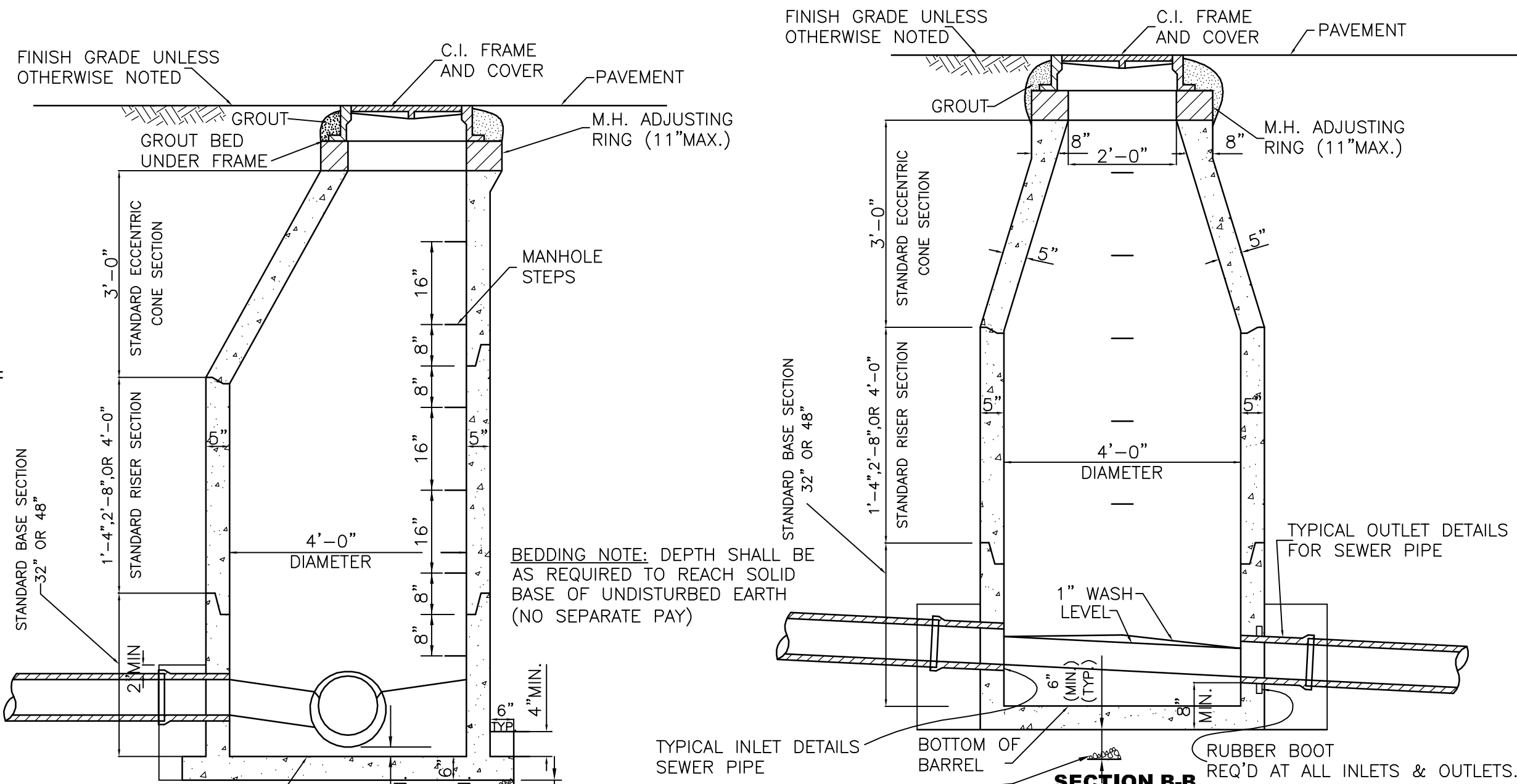
NOTE: WHERE SEWER PIPE SIZE IS LARGER THAN 18", INSERT A TEE OR OTHER APPROVED SERVICE CONNECTION IS REQUIRED.

TYPICAL DROP MANHOLE ASSEMBLY (DETAIL "A" & DETAIL "B")

- NOTES:
1. USE 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.

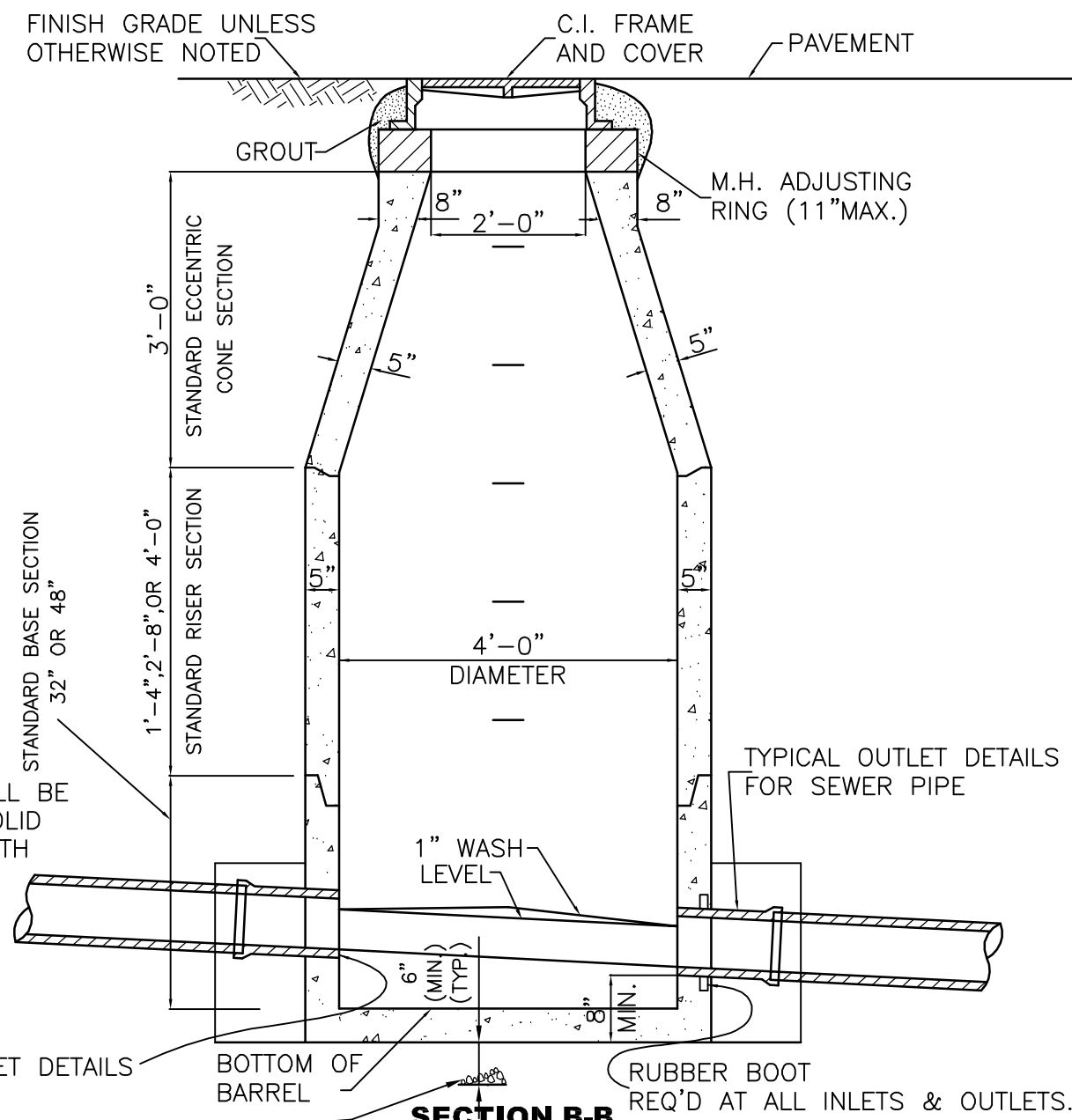
PAVEMENT REPAIR PAY CHART		
SEWER MAIN DEPTH	MAXIMUM PAY	PAY WIDTH
0'-6"	UP TO 6'	
6.1'-8'	UP TO 8'	
8.1'-10'	UP TO 10'	
10.1'-12'	UP TO 12'	
12.1'-14'	UP TO 14'	
14.1' & UP	UP TO 20' OR EXISTING ROADWAY WIDTH (VERIFY PRIOR TO CUT)	

- 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.



SECTION A-A

SHOWN WITH MANHOLE BOTTOM-PRECAST



SECTION B-B

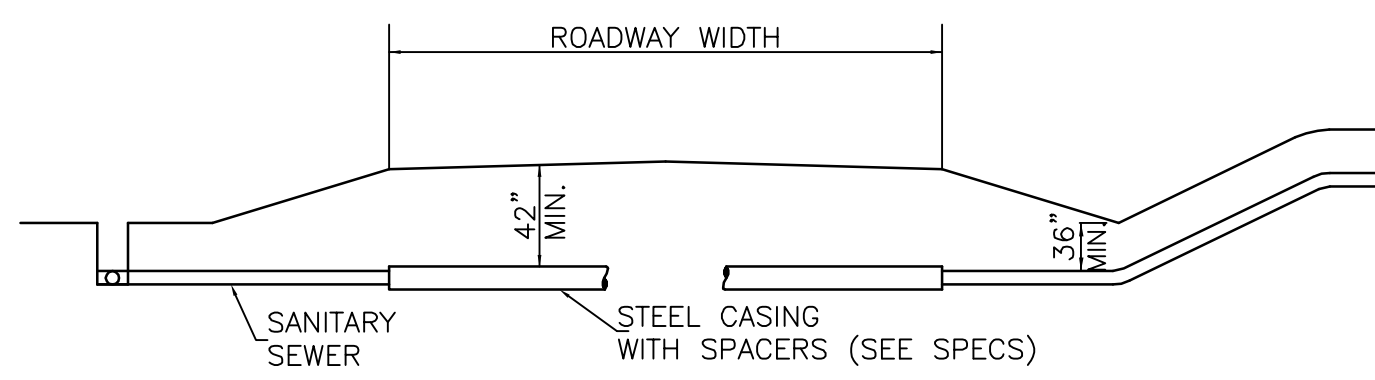
SHOWN WITH MANHOLE BOTTOM CAST-IN-PLACE

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.

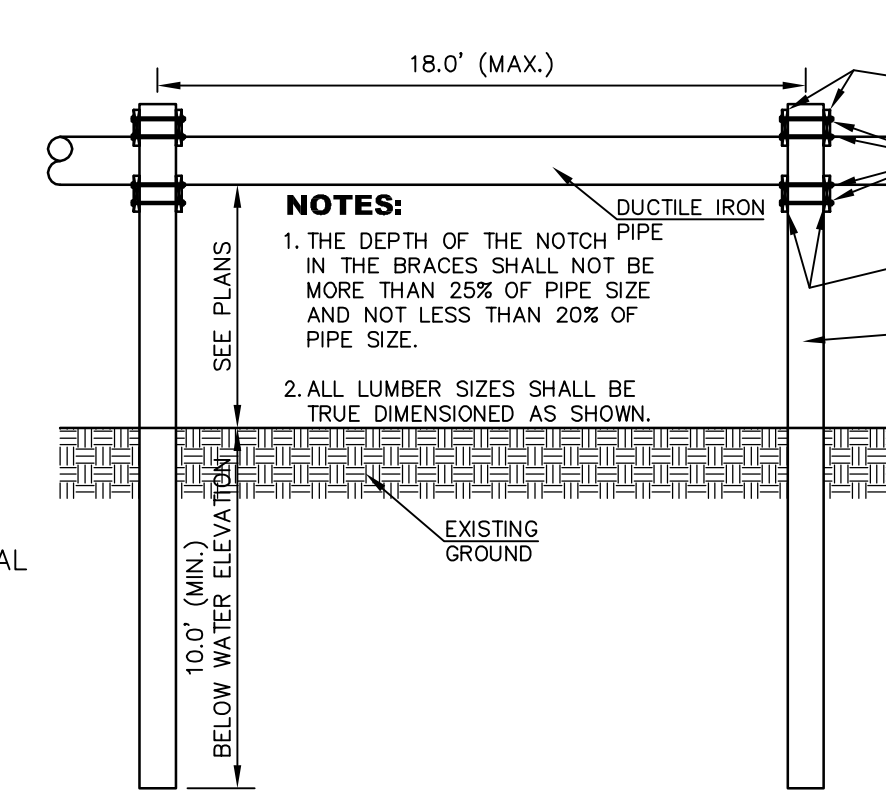
TYPICAL TRENCH DETAIL

NOTE: ALL TESTING TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

TYPICAL TRENCH AT ROADWAY DETAIL

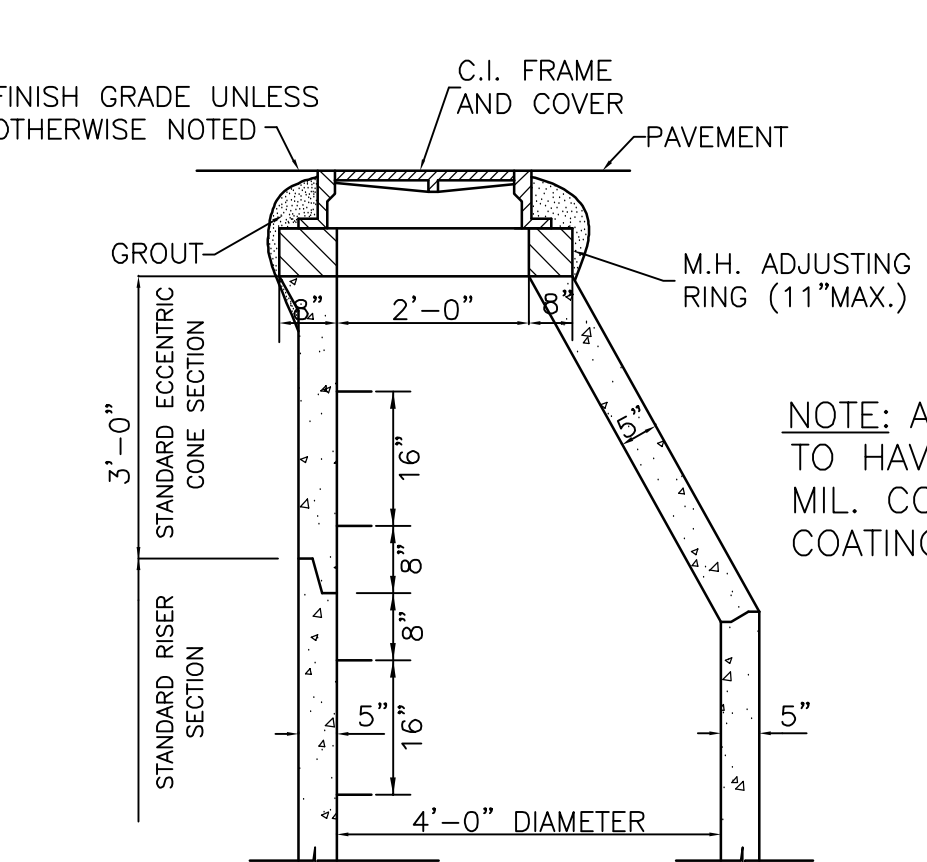


ROAD BORE DETAIL



SIDE VIEW

TREATED WOOD PIPE PIERS



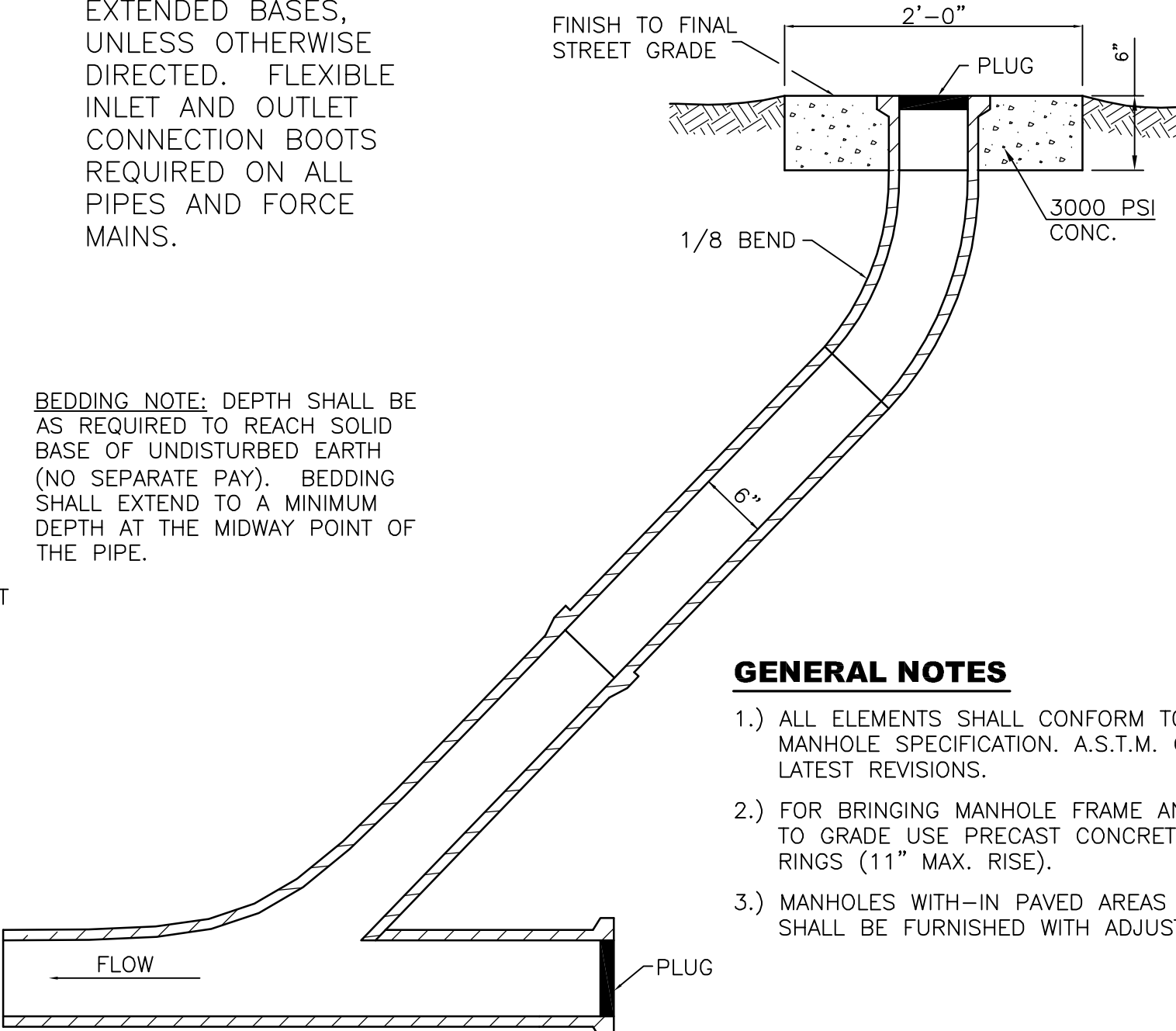
NOTE: DETAILS FOR RISER & BASE SECTIONS ARE SAME AS SHOWN IN SECTION A-A & B-B.

STANDARD ECCENTRIC CONE FOR ALL DIAMETER MANHOLES

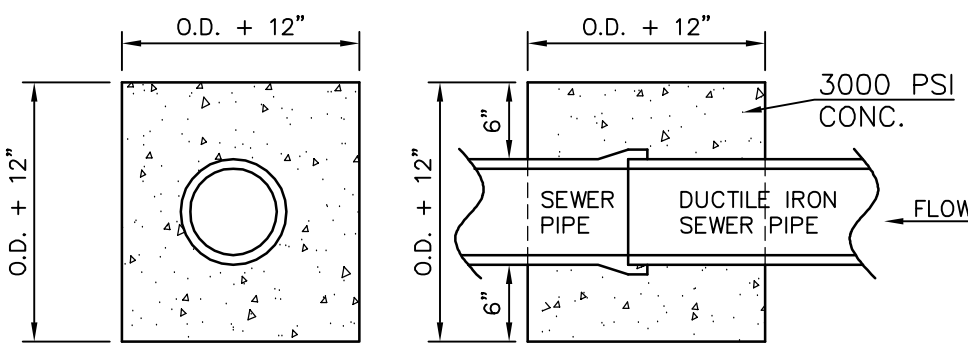
NOTE: ALL MANHOLES SHALL BE STANDARD PRECAST WITH EXTENDED BASES, UNLESS OTHERWISE DIRECTED. FLEXIBLE INLET AND OUTLET CONNECTION BOOTS REQUIRED ON ALL PIPES AND FORCE MAINS.

BEDDING NOTE: DEPTH SHALL BE AS REQUIRED TO REACH SOLID BASE OF UNDISTURBED EARTH (NO SEPARATE PAY). BEDDING SHALL EXTEND TO A MINIMUM DEPTH AT THE MIDWAY POINT OF THE PIPE.

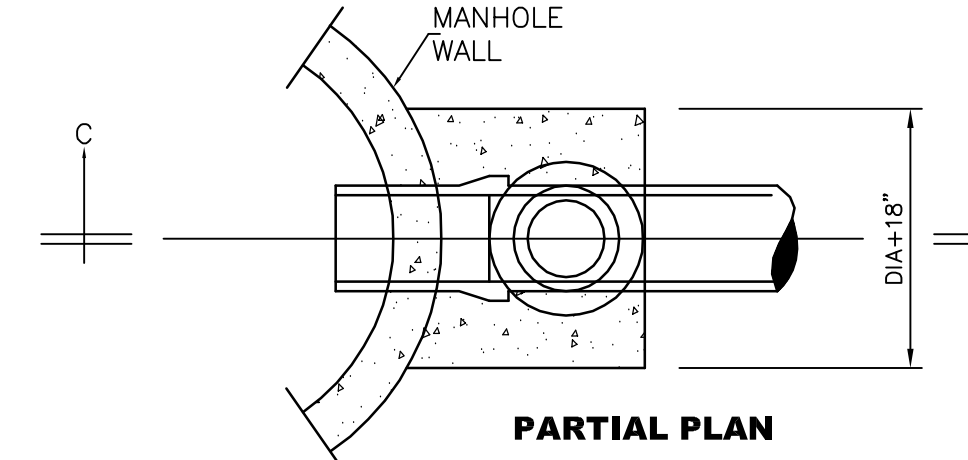
STANDARD CLEANOUT DETAIL



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.

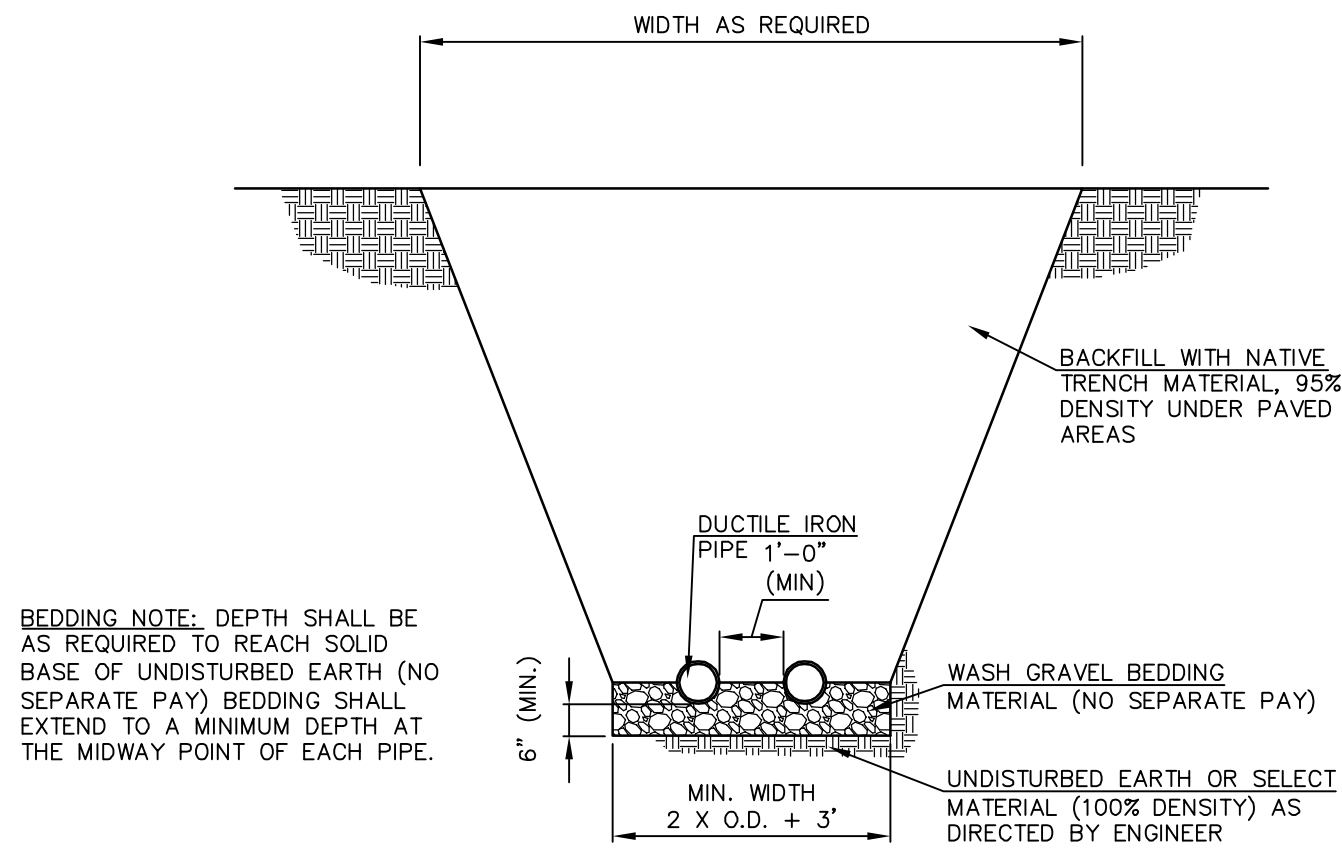


TYPICAL DROP MANHOLE ASSEMBLY

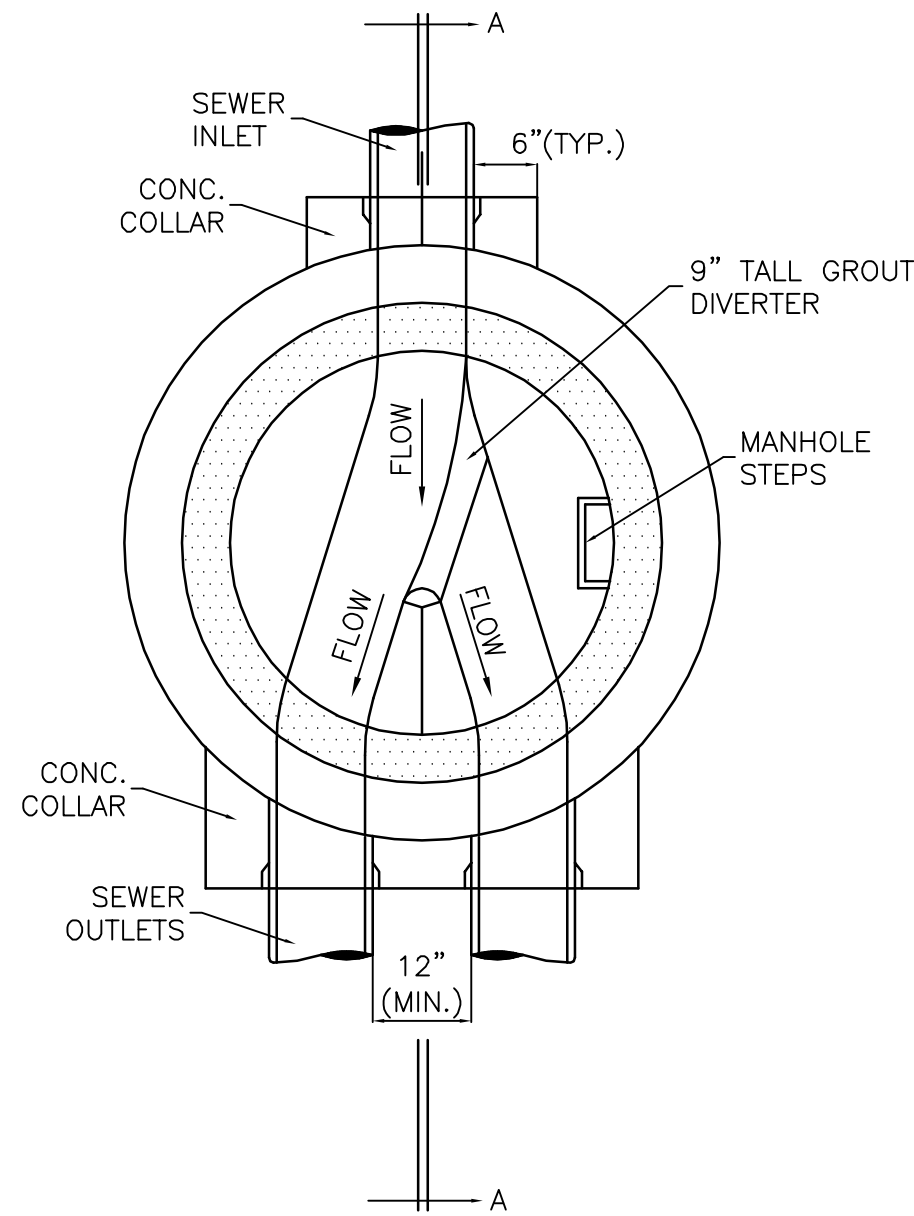
GENERAL NOTES

- 1.) ALL ELEMENTS SHALL CONFORM TO PRECAST MANHOLE SPECIFICATION, A.S.T.M. C-478 LATEST REVISIONS.
- 2.) FOR BRINGING MANHOLE FRAME AND COVER TO GRADE USE PRECAST CONCRETE RINGS (11" MAX. RISE).
- 3.) MANHOLES WITH-IN PAVED AREAS OF STREETS SHALL BE FURNISHED WITH ADJUSTING RINGS

NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
592 PROGRAM SEWER REHABILITATION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
HATTIESBURG, MISSISSIPPI 39401-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39401 P: (601) 544-1821 F: (601) 544-1804			
Drawn by: RES		Checked by: KDW	
Date: 10-11-2011		Scale: NOT TO SCALE	
Drawing No.: F04-1207S2		Sheet No.: 13	

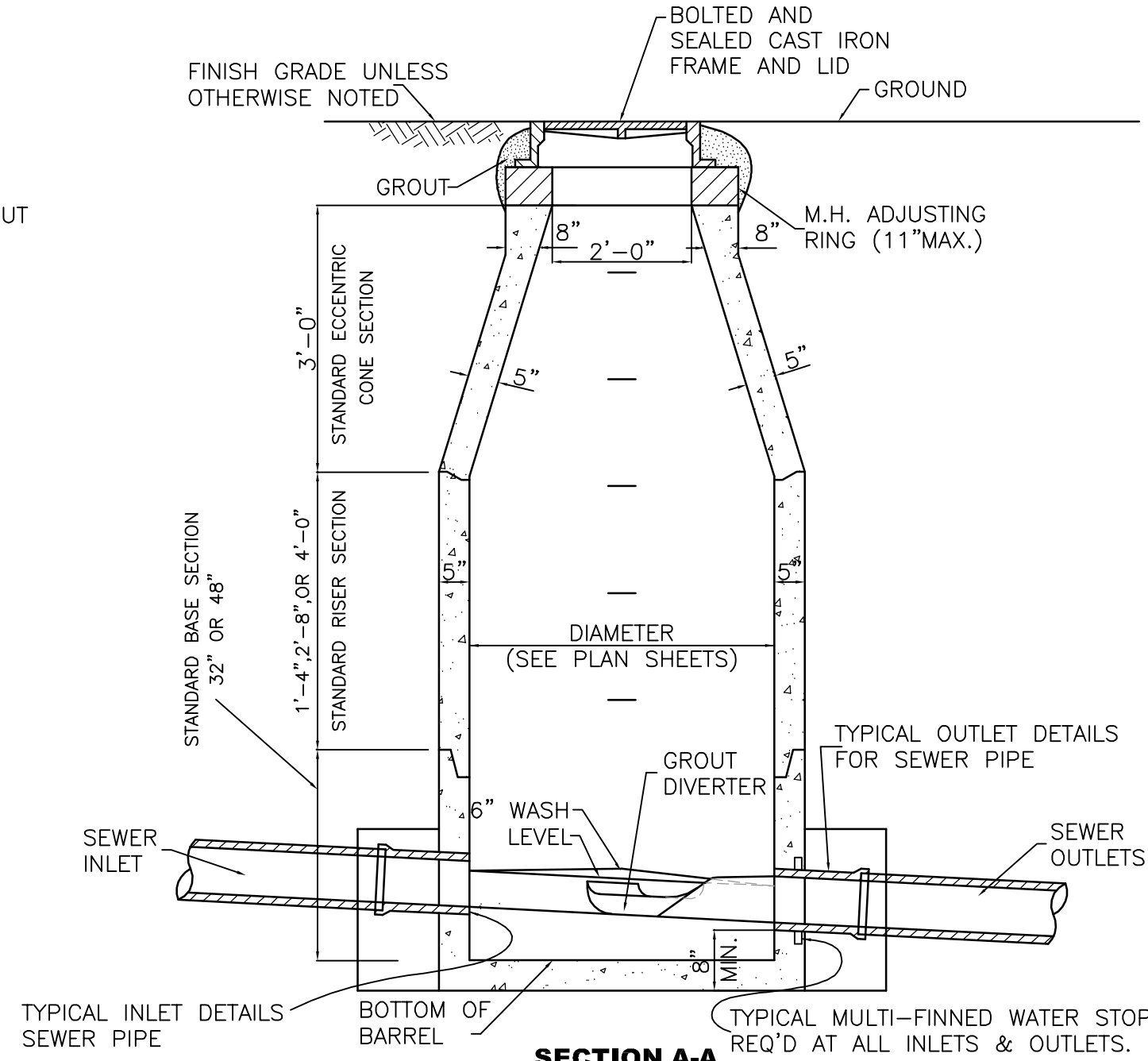


TYPICAL SPLIT LINE TRENCH DETAIL

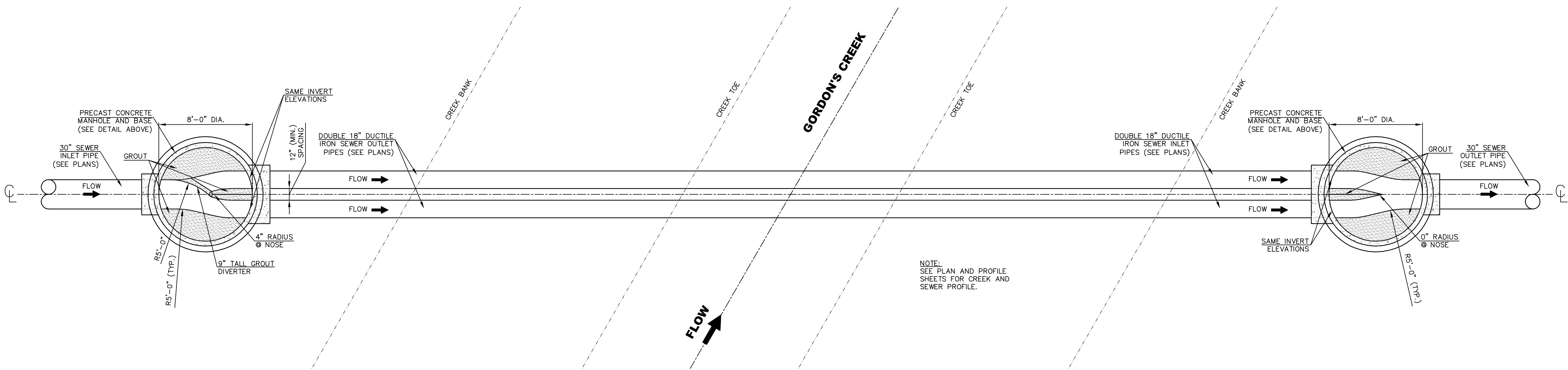


SECTIONAL PLAN
SPLITTER MANHOLE DETAIL

- NOTE:
1. CONTRACTOR SHALL SUBMIT FINAL DESIGN FOR APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION.
 2. REVERSE DETAIL FOR DOWN STREAM SPLIT LINE MANHOLE. DO NOT INCLUDE DIVERTER.

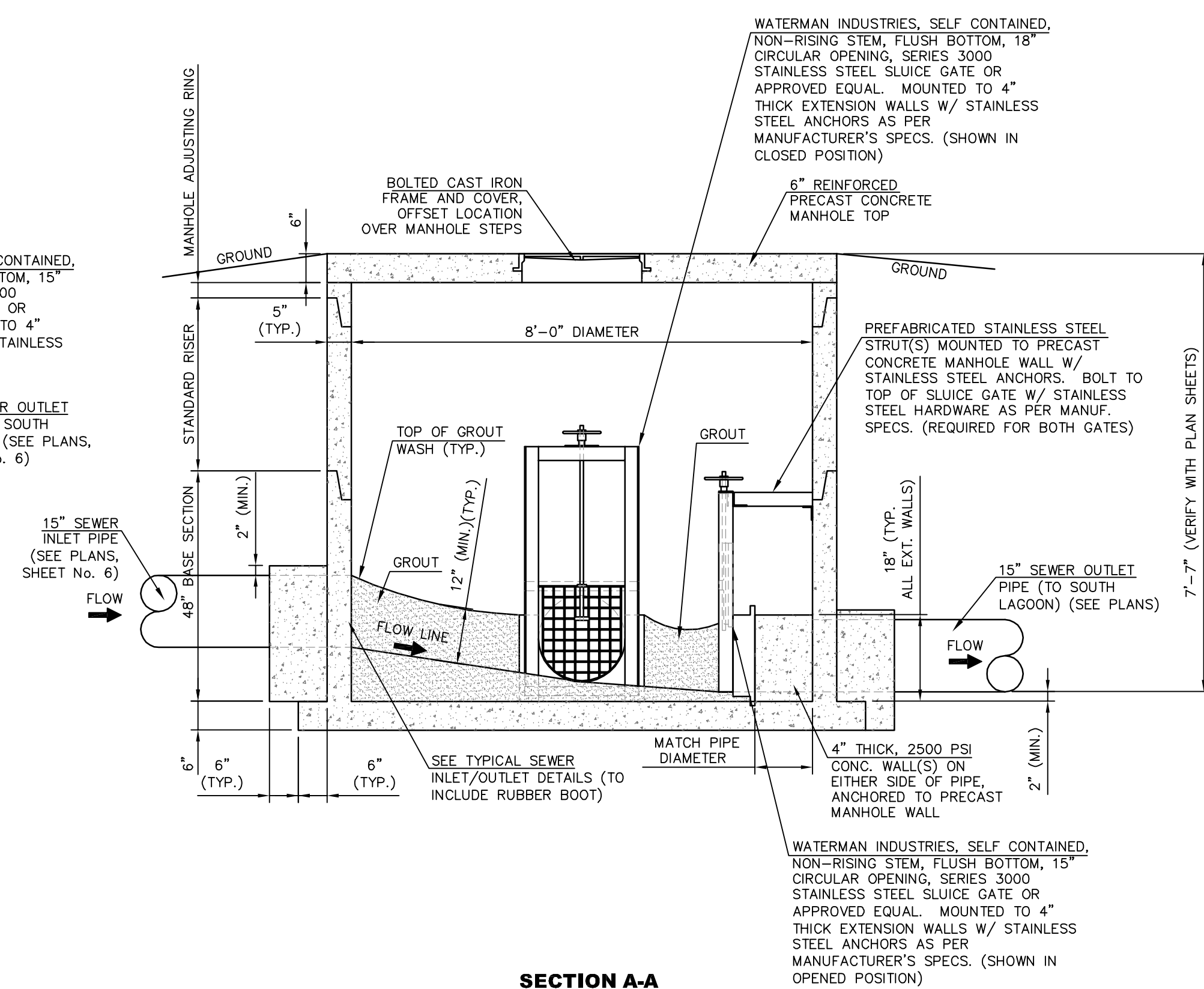
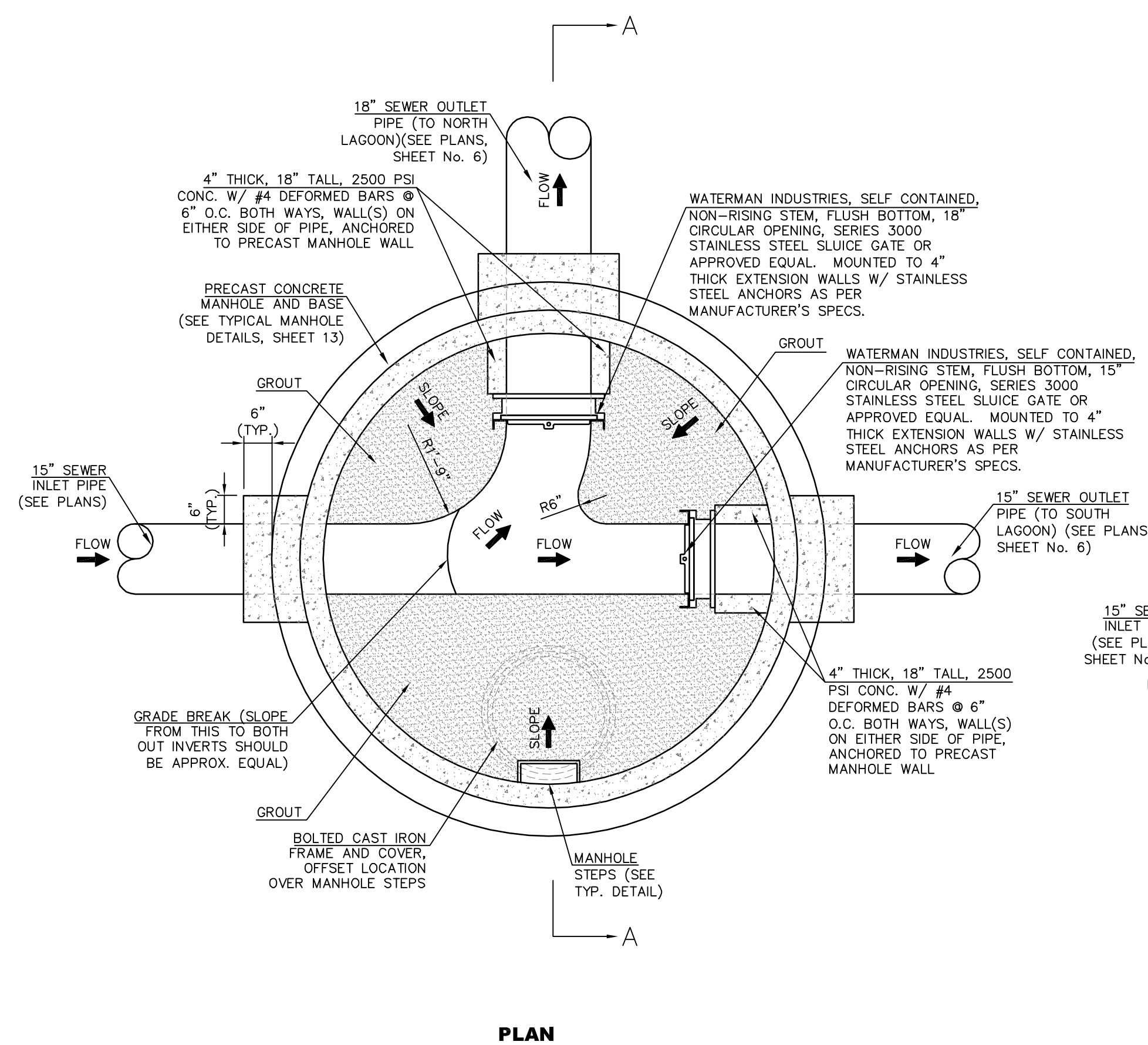


SECTION A-A
SPLITTER MANHOLE DETAIL



SPECIAL DETAIL AT GORDON'S CREEK CROSSING ON SITE No. 4

NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
592 PROGRAM SEWER REHABILITATION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
SHOWS, DEARMAN & WAITS, INC.		CONSULTING ENGINEERS	
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-1824			
Drawn by: RES		Checked by: KDW	
Date: 12-15-08		Scale: NOT TO SCALE	
Drawing No.: F04-1207S2		Sheet No. 14	



DIVERTER MANHOLE DETAIL

NOTES:

- NOTES:
1. THE CONTRACTOR SHALL CONTACT OWNER AT THE TIME OF INSTALLATION. THE OWNER SHALL SPECIFY WHICH GATE SHALL REMAIN OPENED AND/OR CLOSED AT THE COMPLETION OF CONSTRUCTION.
 2. CONTRACTOR SHALL SUBMIT FINAL MANHOLE DESIGN (INCLUDING MANHOLE TOP) FOR APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION.
 3. ECCENTRIC CONE SECTION SHALL NOT BE ALLOWED ON THIS MANHOLE DUE TO THE PLACEMENT OF THE SLUICE GATES.

NO.	DATE	DESCRIPTION	BY

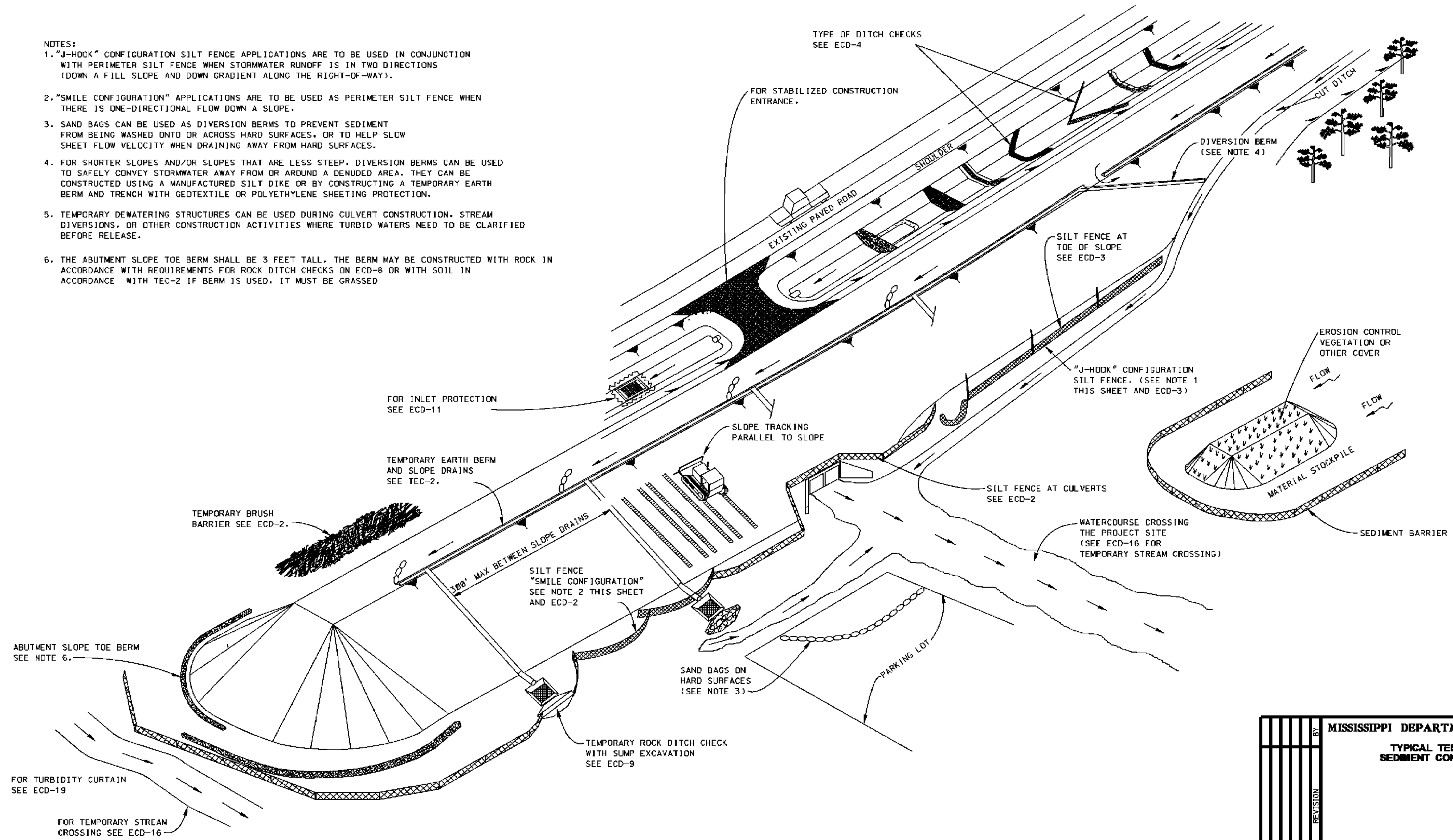
SEWER INSTALLATION DETAILS

592 PROGRAM SEWER REHABILITATION
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



Drawn by: RES	Checked by: KDW
Date: 12-15-08	Scale: NOT TO SCALE
Drawing No.: F04-1207S2	Sheet No. 15

- 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.

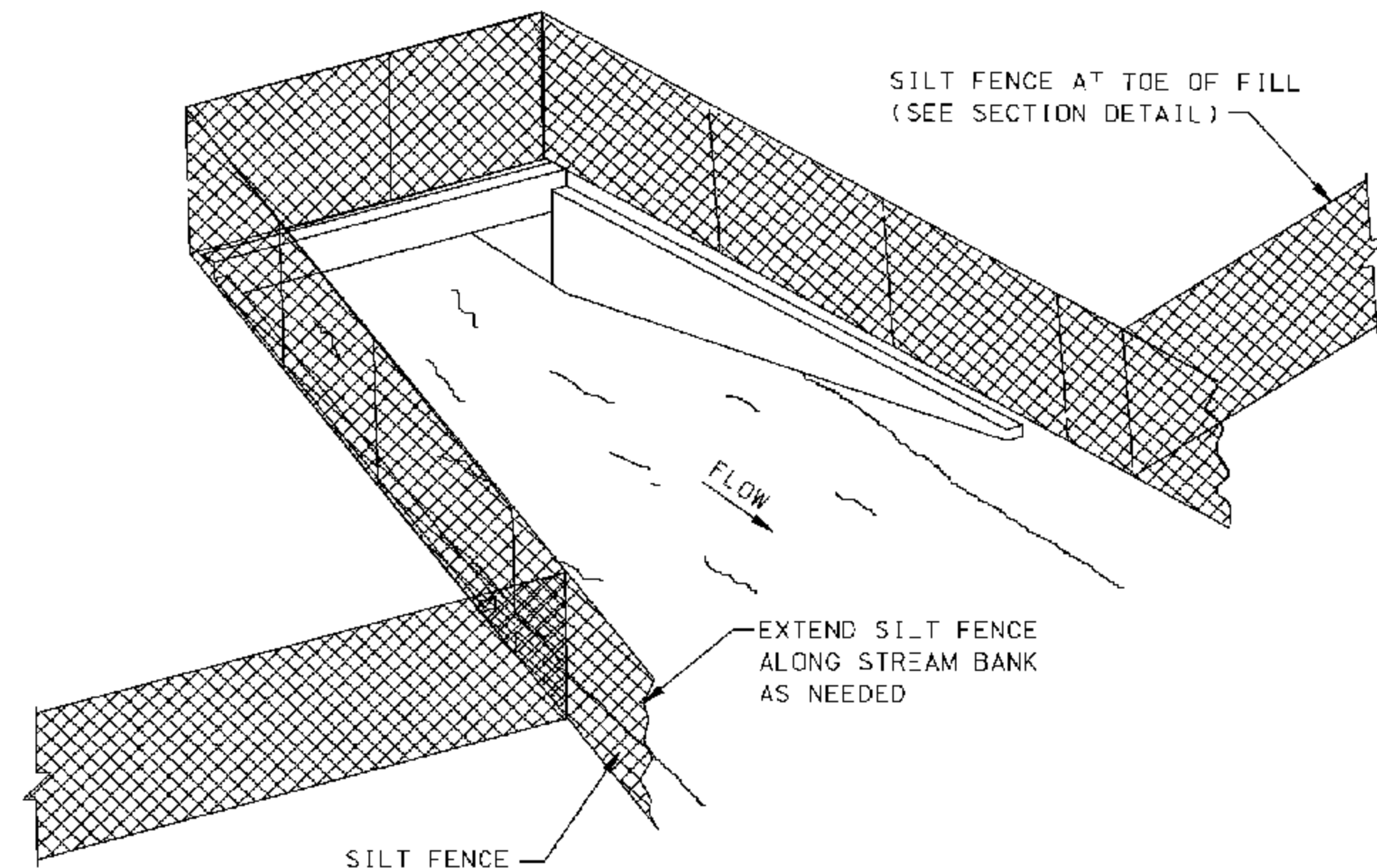


MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
DATE	FILENAME: EROSION CONTROL\ECD-1.DGN
DESIGN TEAM	CHECKED
DATE	DATE
WORKING NUMBER ECD-1	
SHEET NUMBER 16	

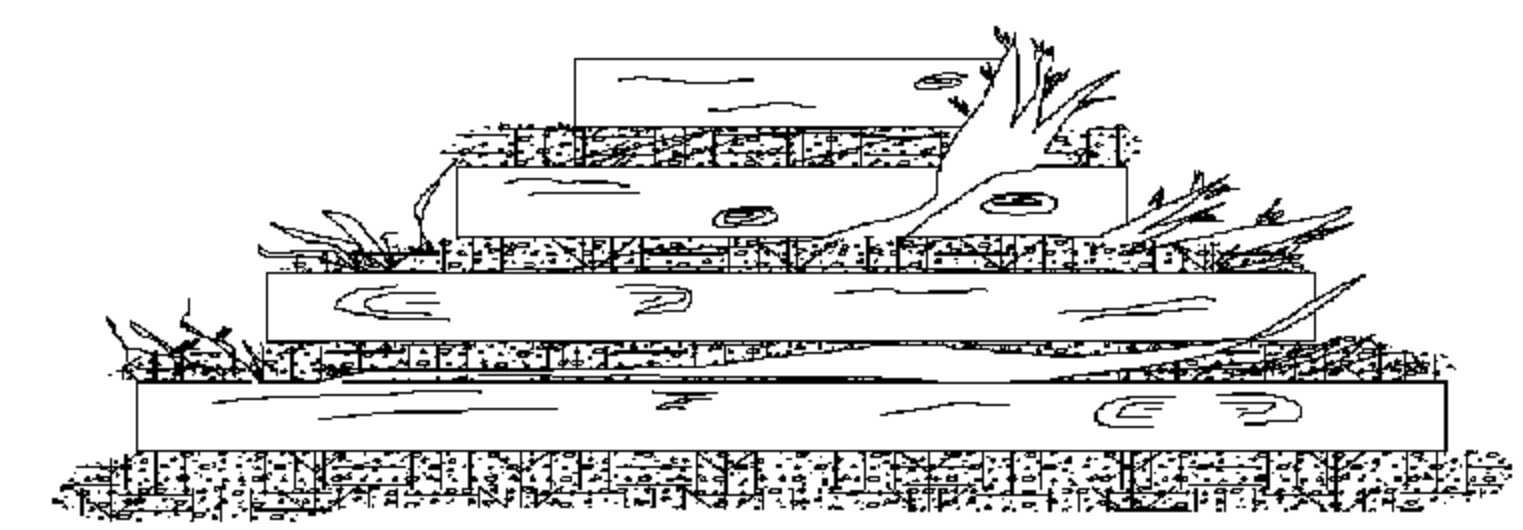
PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/18/2010 1:21:18PM ECD-1.DGN

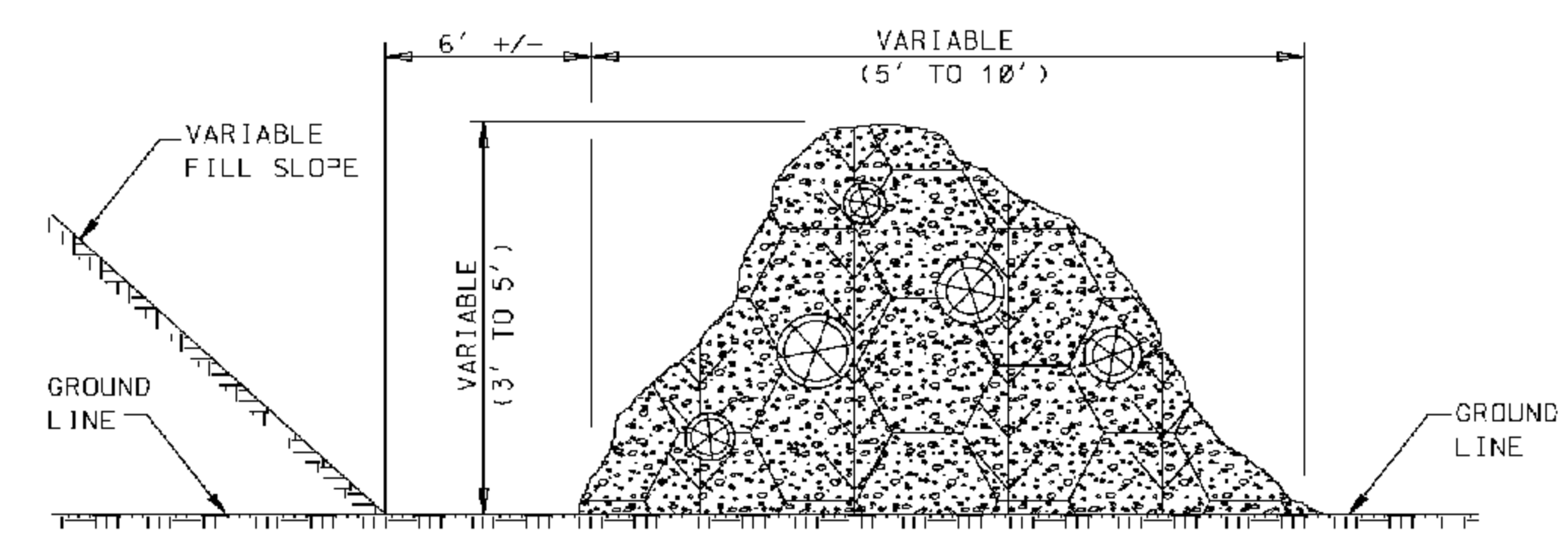
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SEDIMENT BARRIER AT CROSS DRAIN



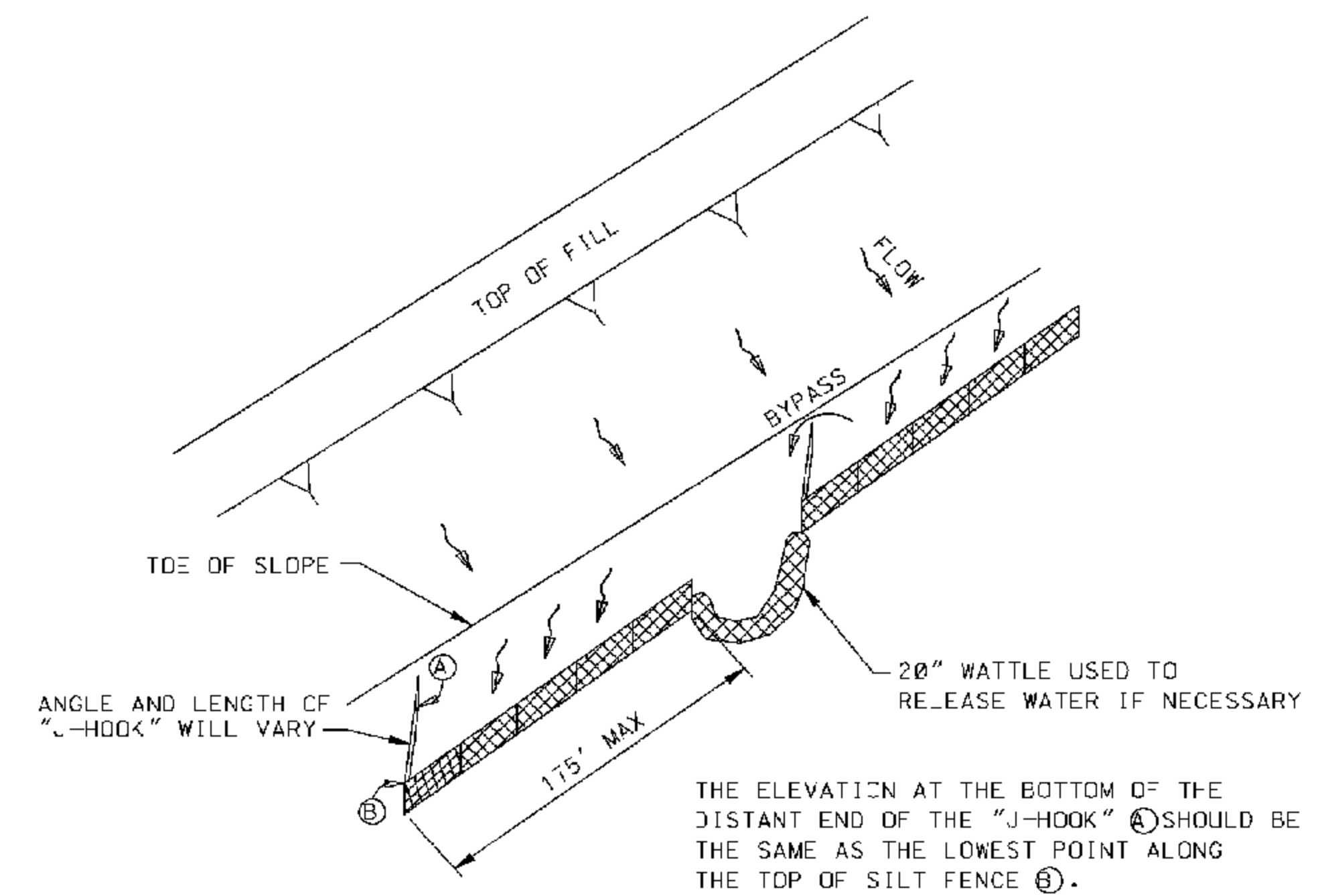
FRONT ELEVATION



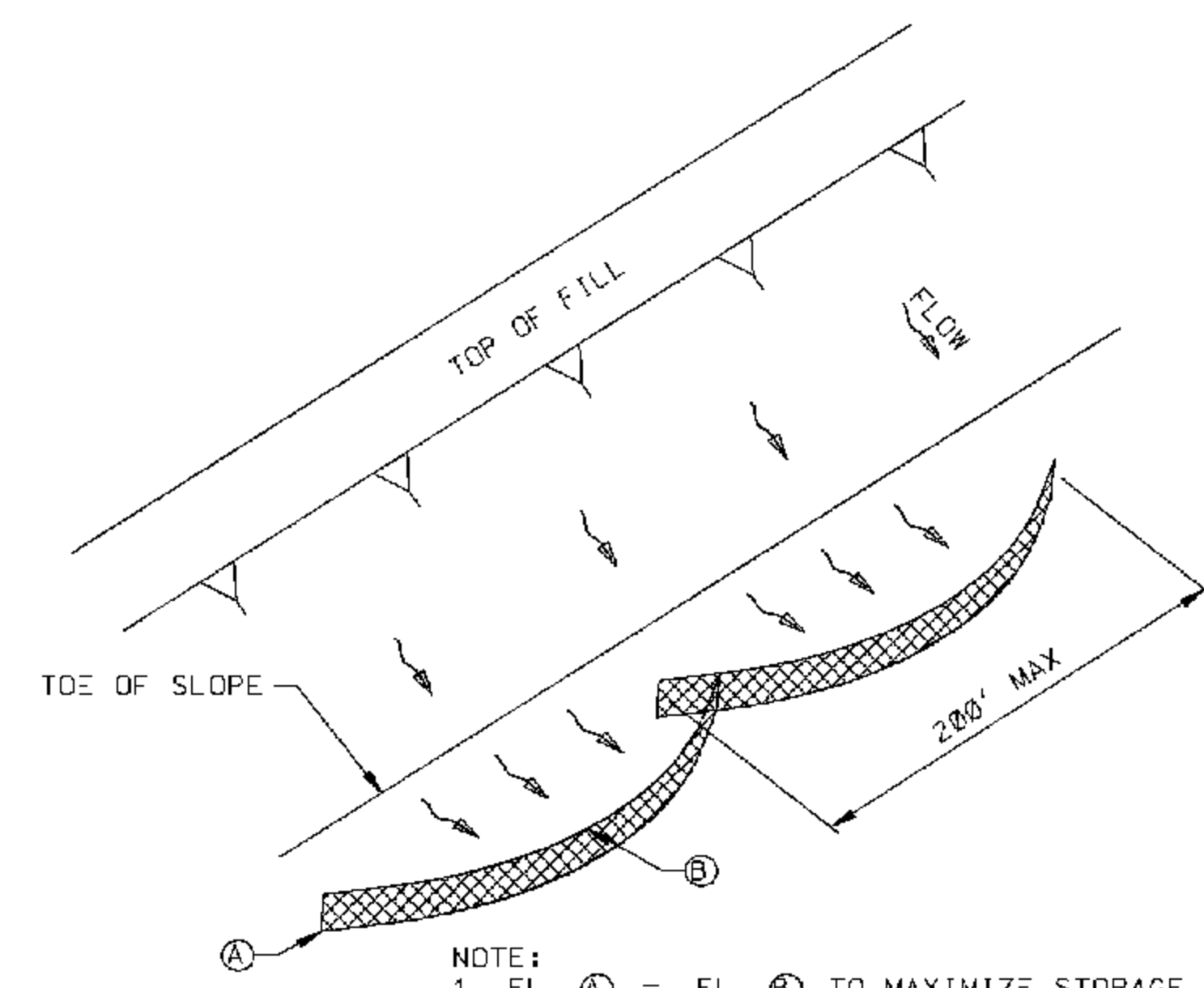
SIDE ELEVATION

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

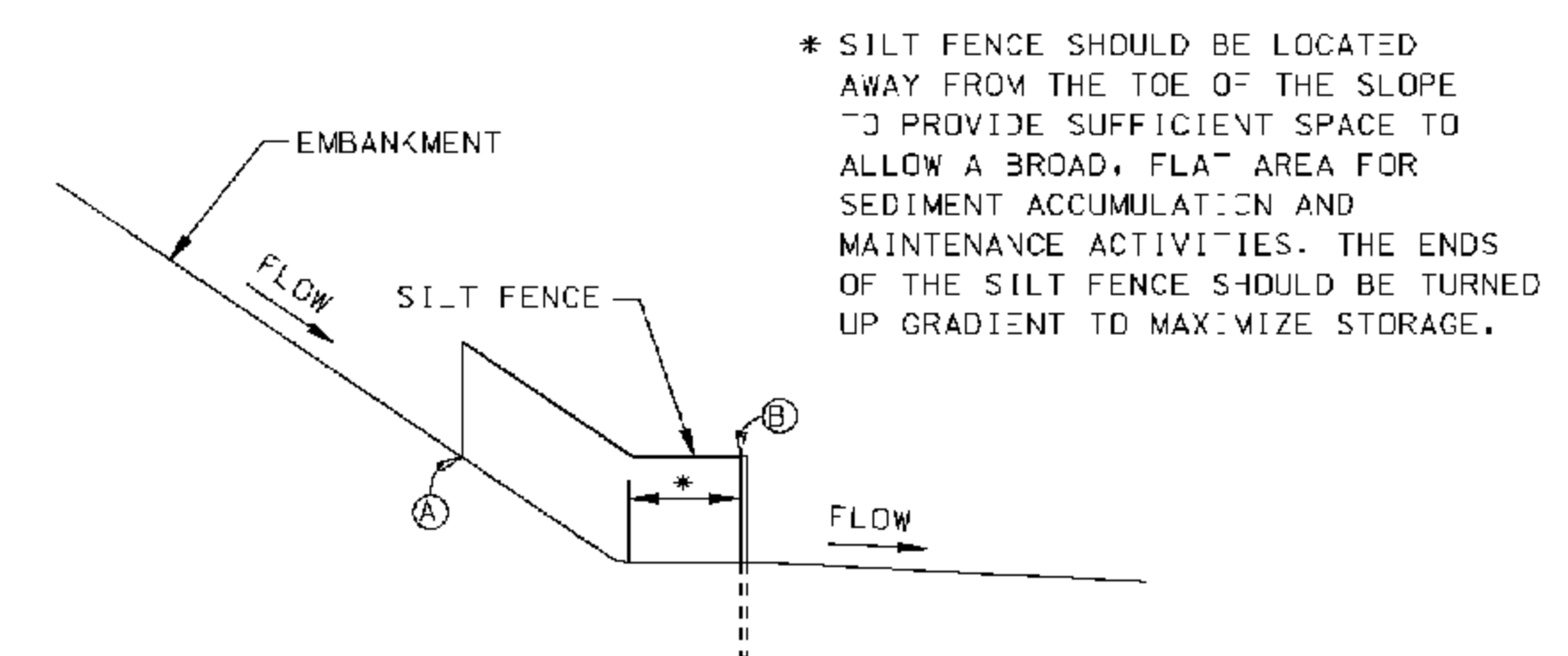


"J-HOOK" SILT FENCE APPLICATION



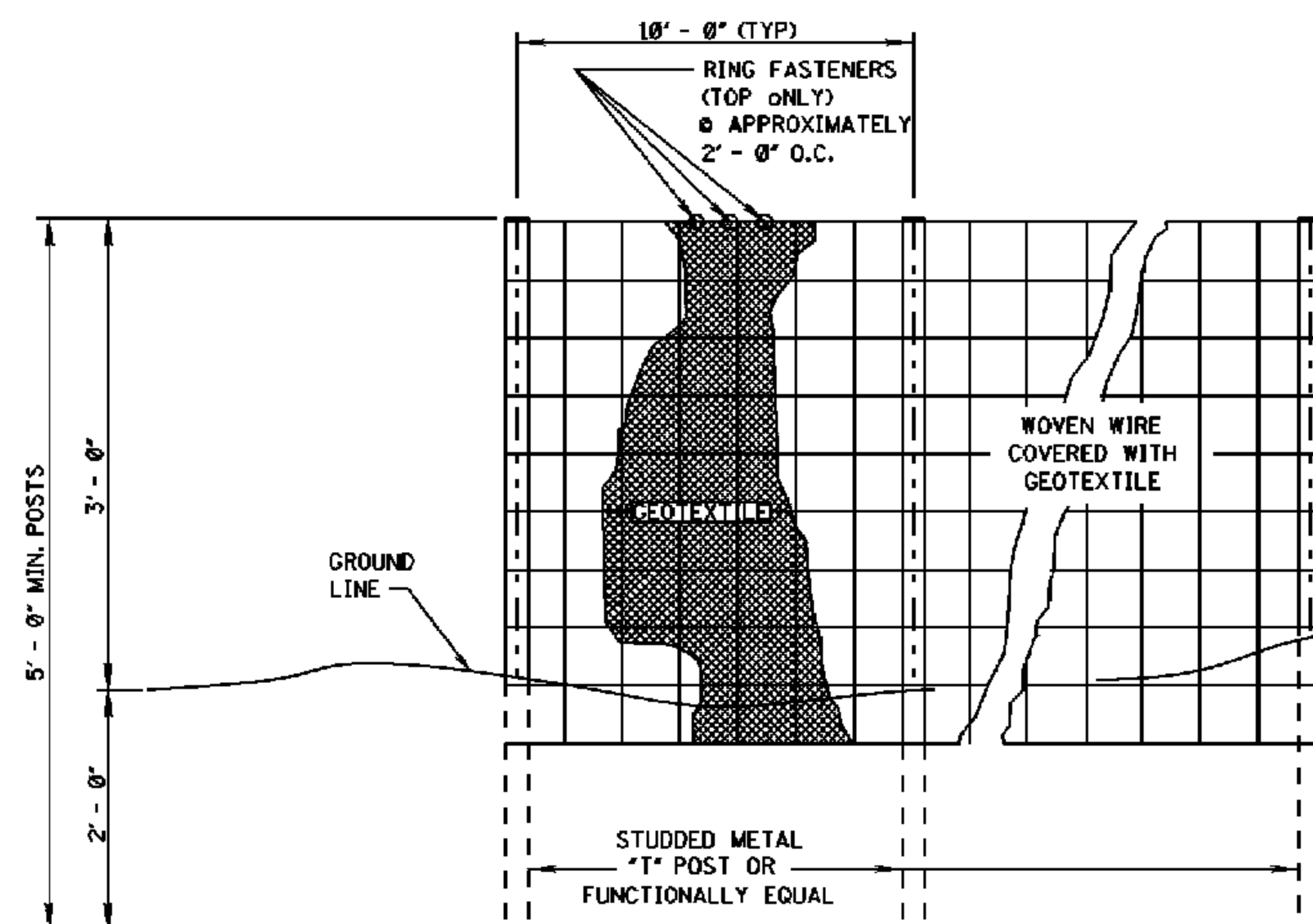
"SMILE-CONFIGURATION" SILT FENCE APPLICATION

- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3

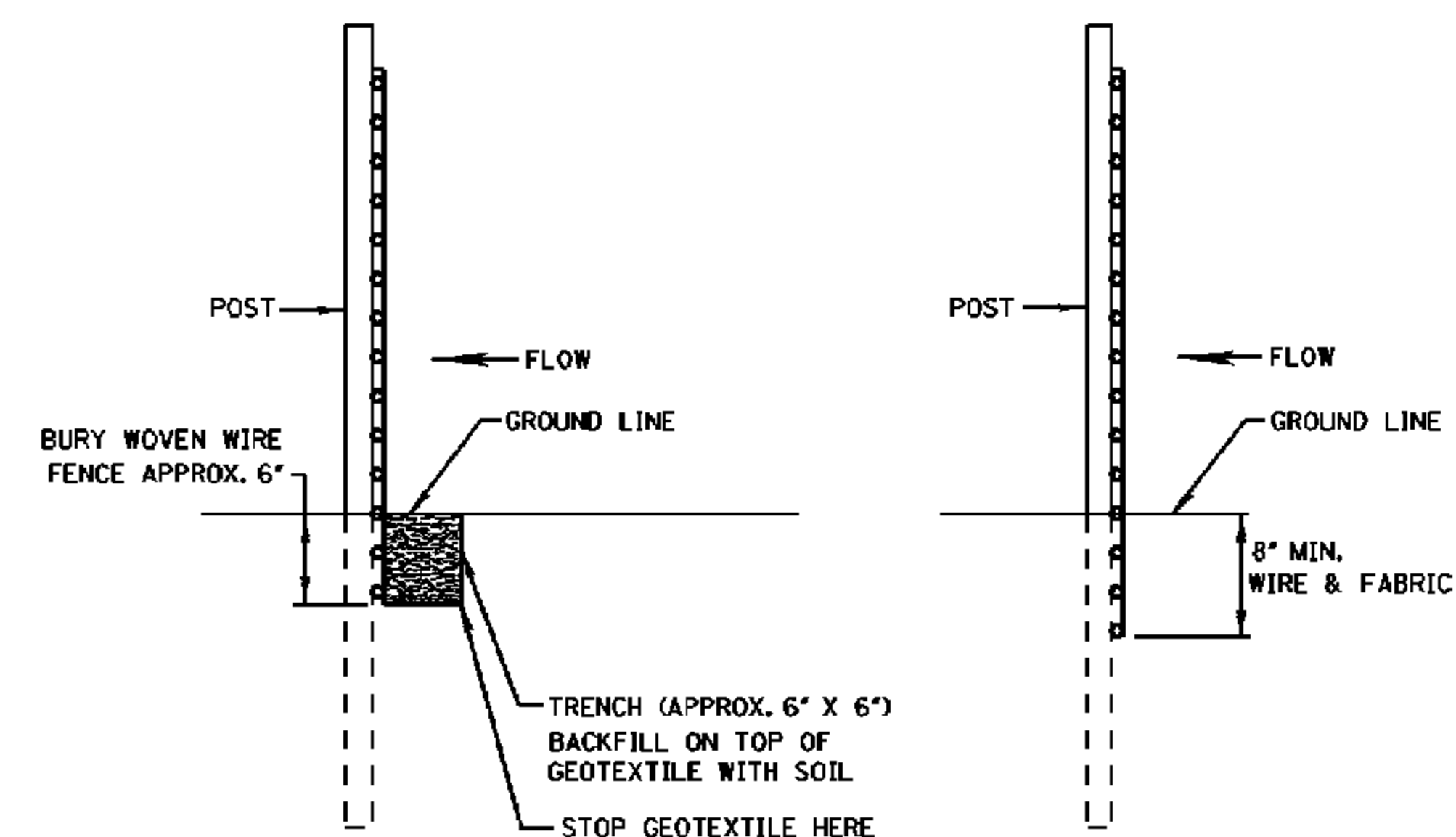


SILT FENCE SECTION AT TOE OF FILL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SEDIMENT BARRIER APPLICATIONS	
WORKING NUMBER	ECD-2
SHEET NUMBER	17
DATE	FILENAME: EROSION CONTROL\ECD-2.DGN
DESIGN TEAM	CHECKED
DATE	DATE



ELEVATION VIEW



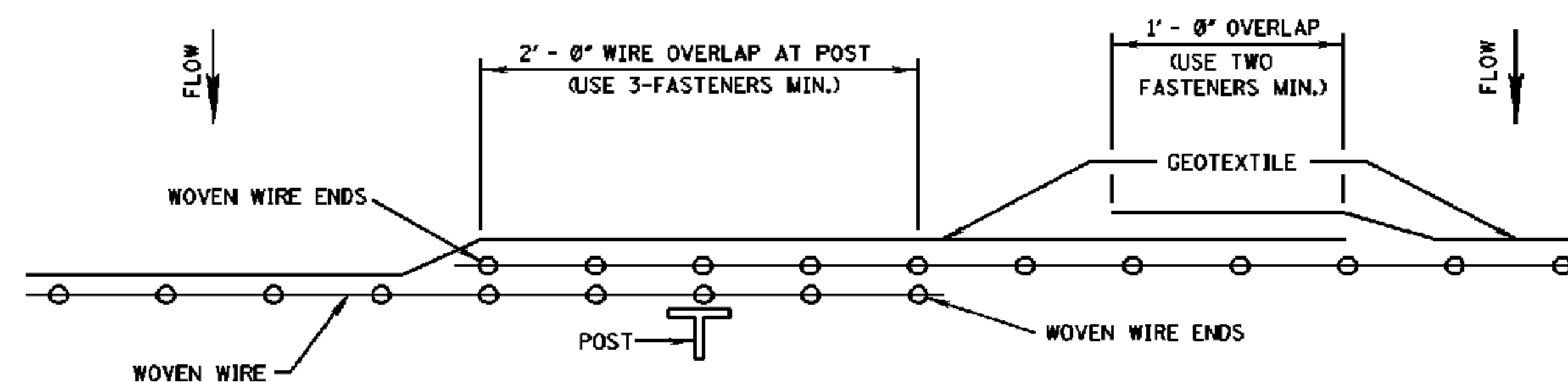
METHOD I

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 MANUFACTURED 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

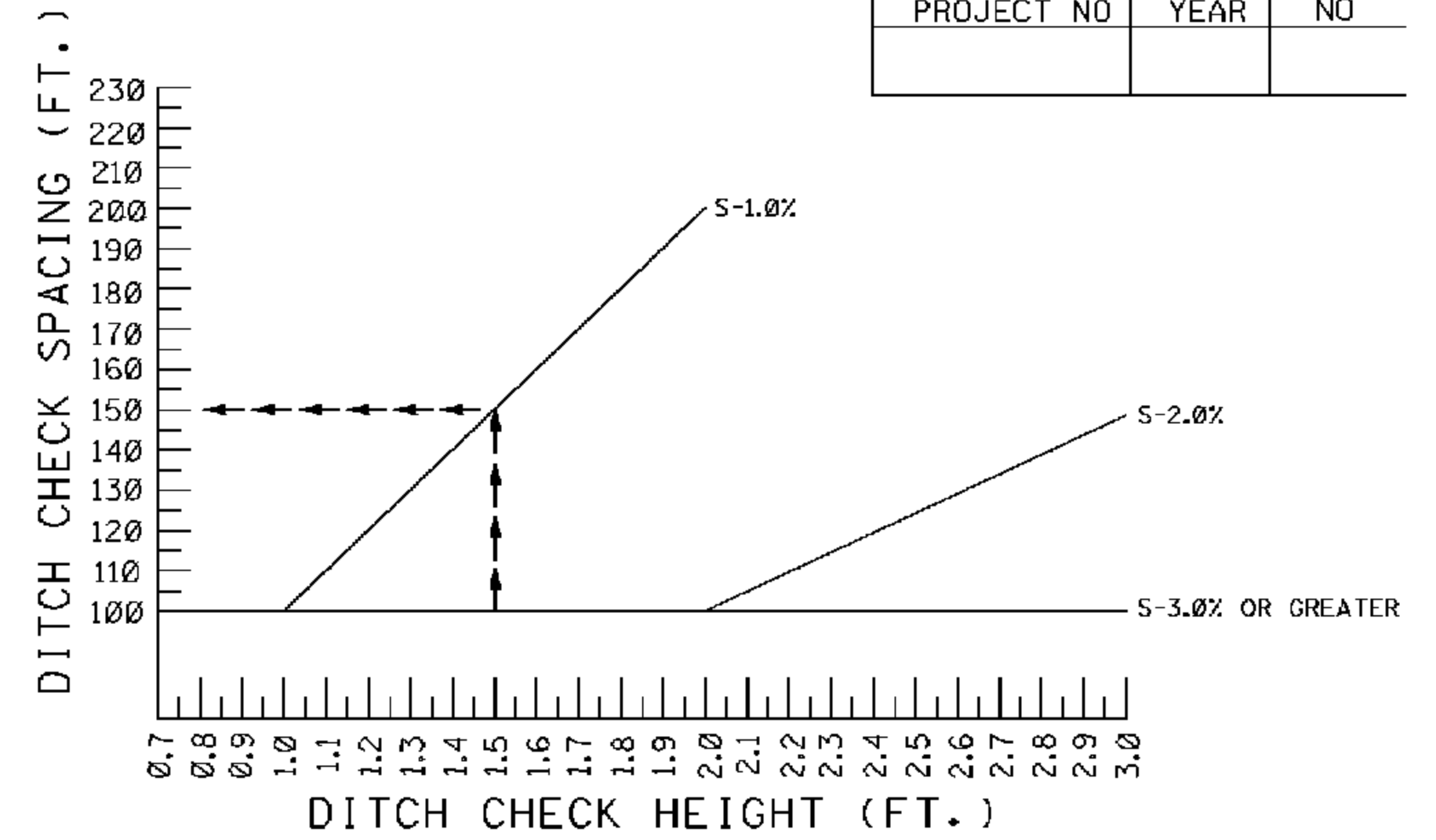
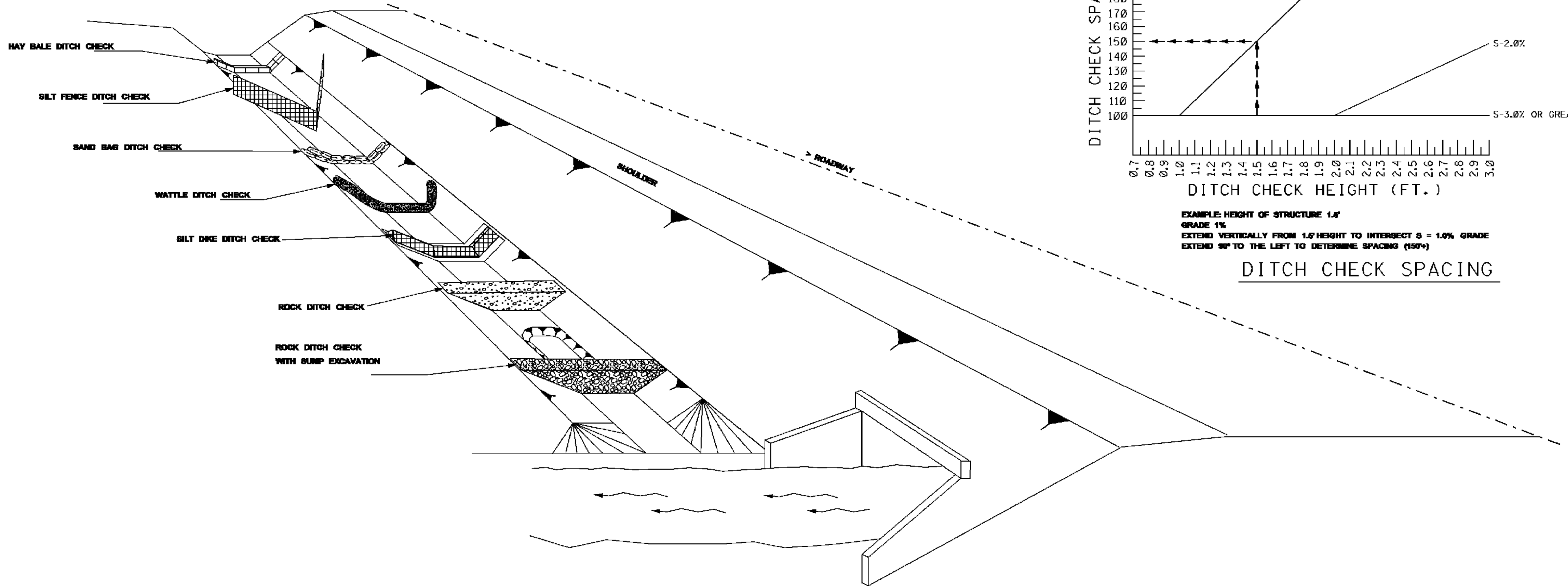
REQUIRED LAPPING

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		REVISION		DETAILS OF SILT FENCE INSTALLATION	
		DATE		WORKING NUMBER ECD-3	
		DESIGN TEAM CHECKED DATE		SHEET NUMBER 18	
		FILENAME: <u>EROSION CONTROL\ECD-3.DGN</u>			

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PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/28/2010 8:10 AM ECD-4.DGN



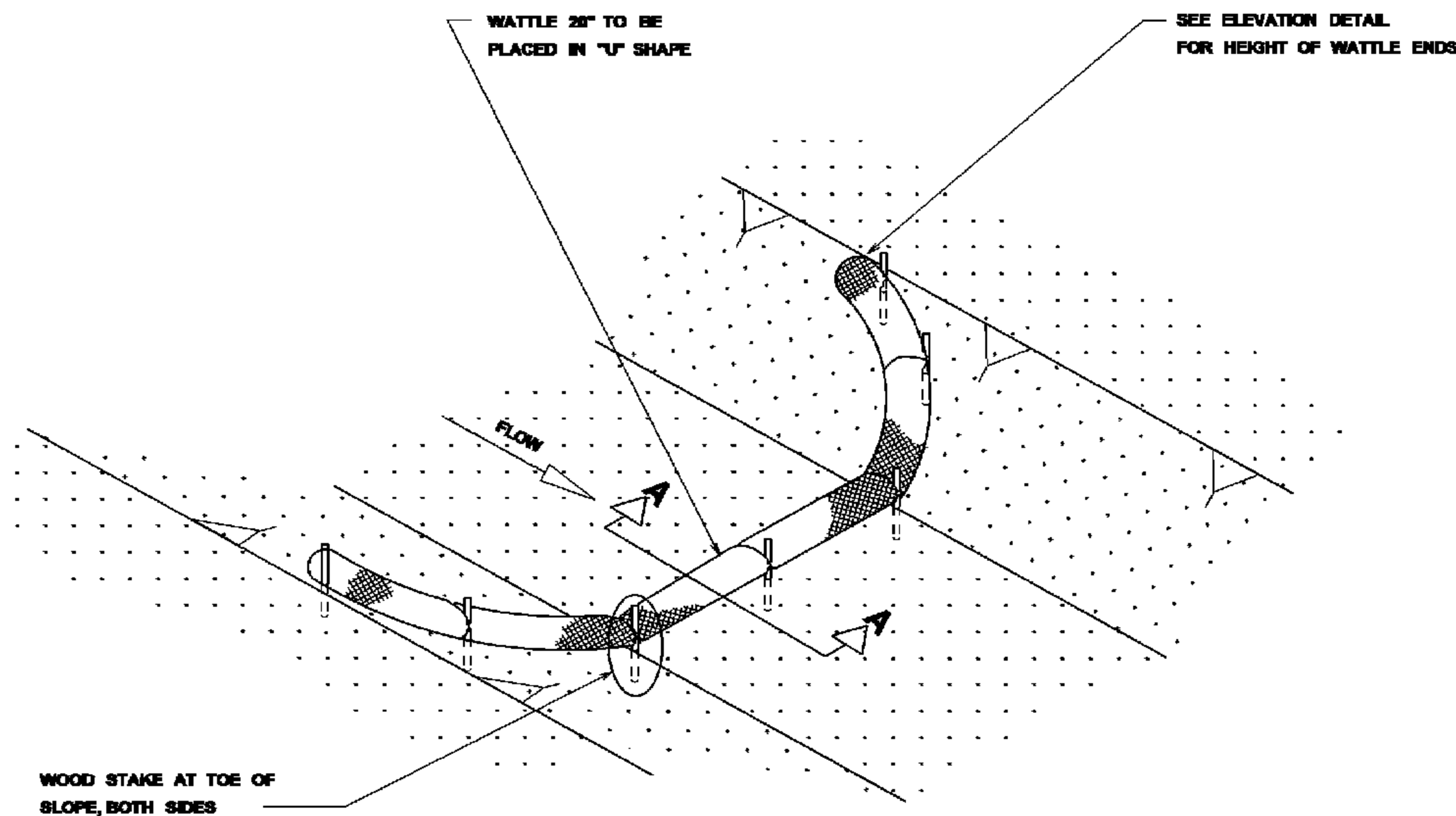
DITCH CHECK SPACING

NOTES:

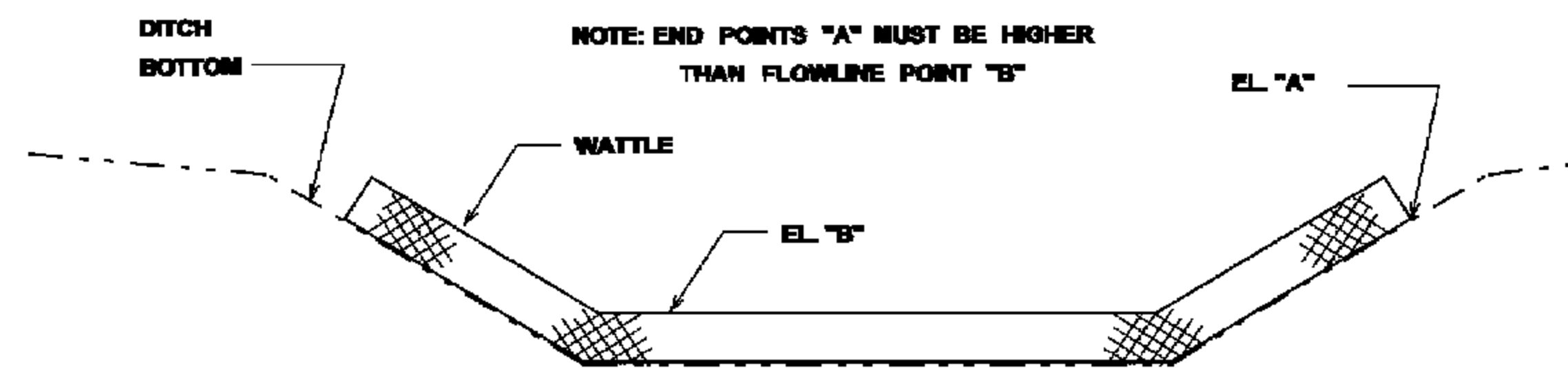
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE 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. SILTY FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILTY 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. SILTY 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 ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
WORKING NUMBER ECD-4	SHEET NUMBER 19
DATE DESIGN TEAM	FILENAME: EROSION CONTROL/ECD-4.DGN CHECKED DATE

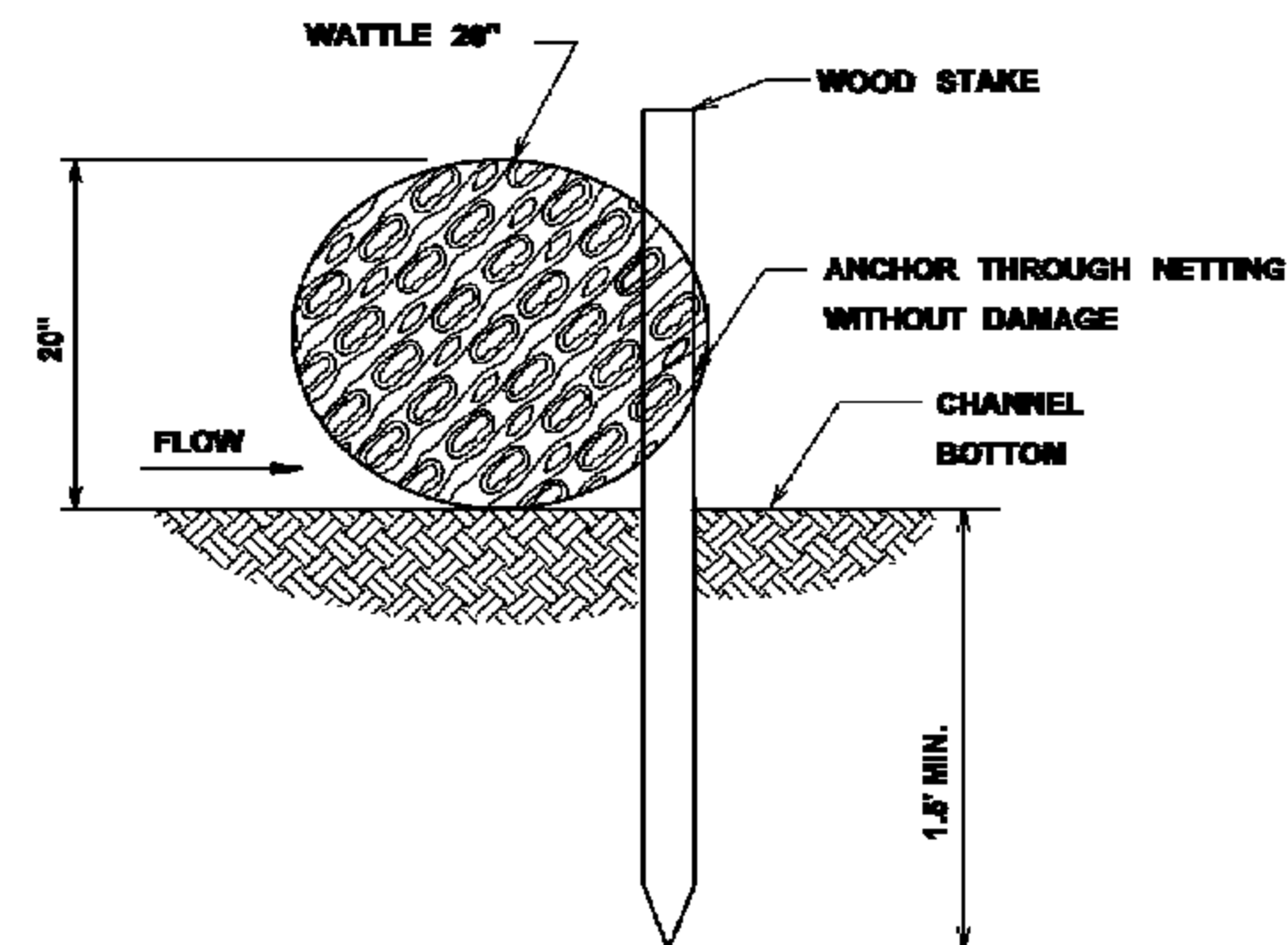
DRAWING No.: FD4-120752



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

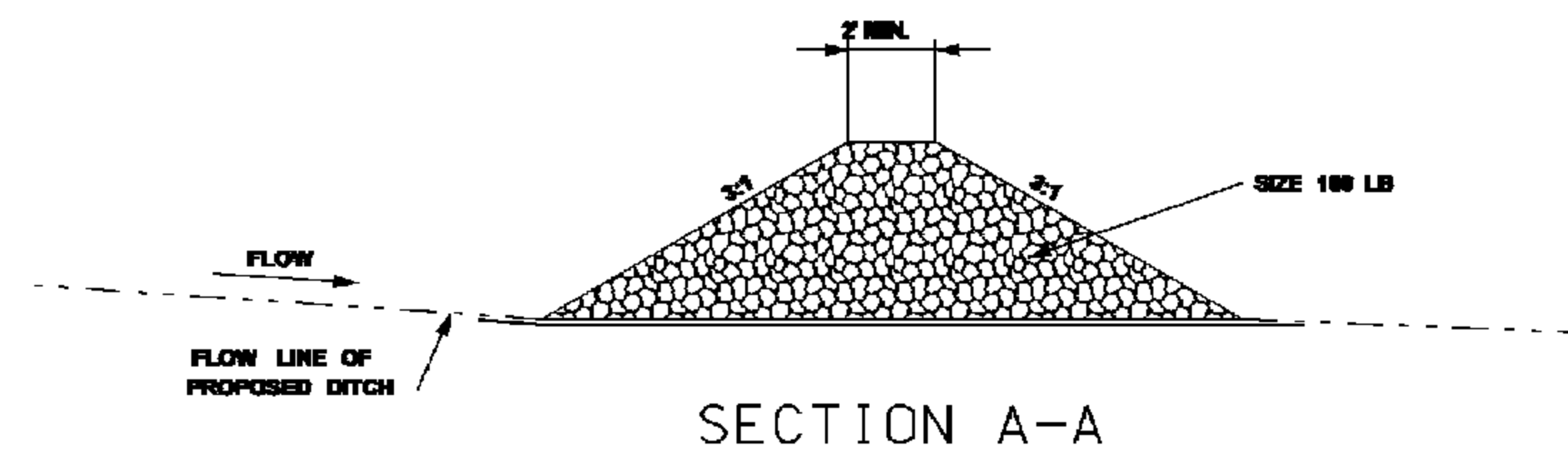
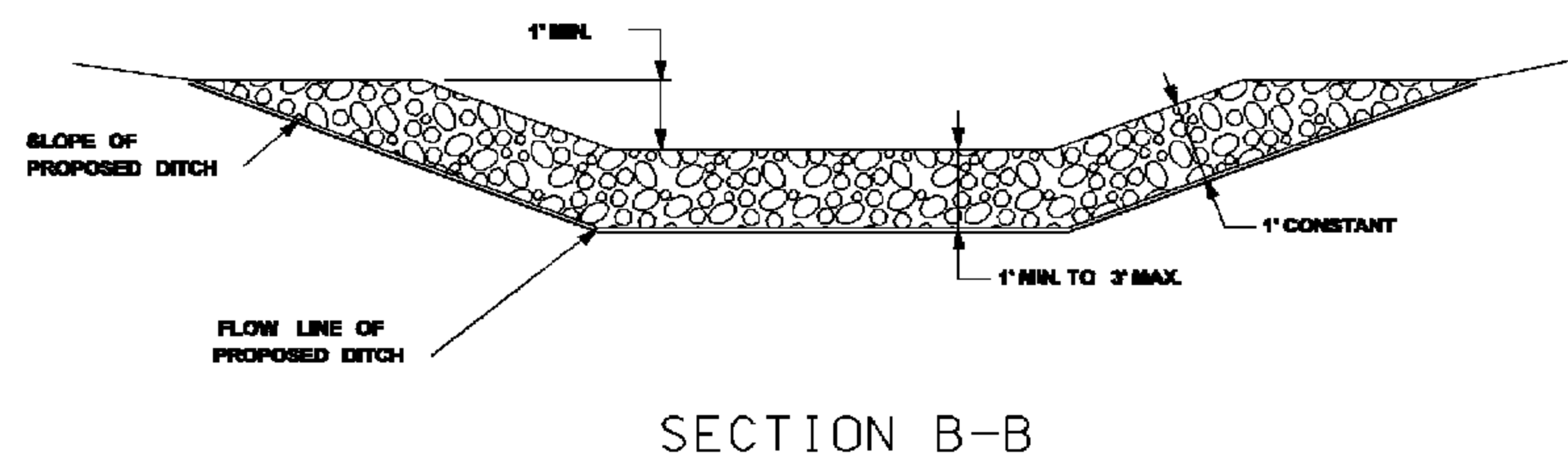
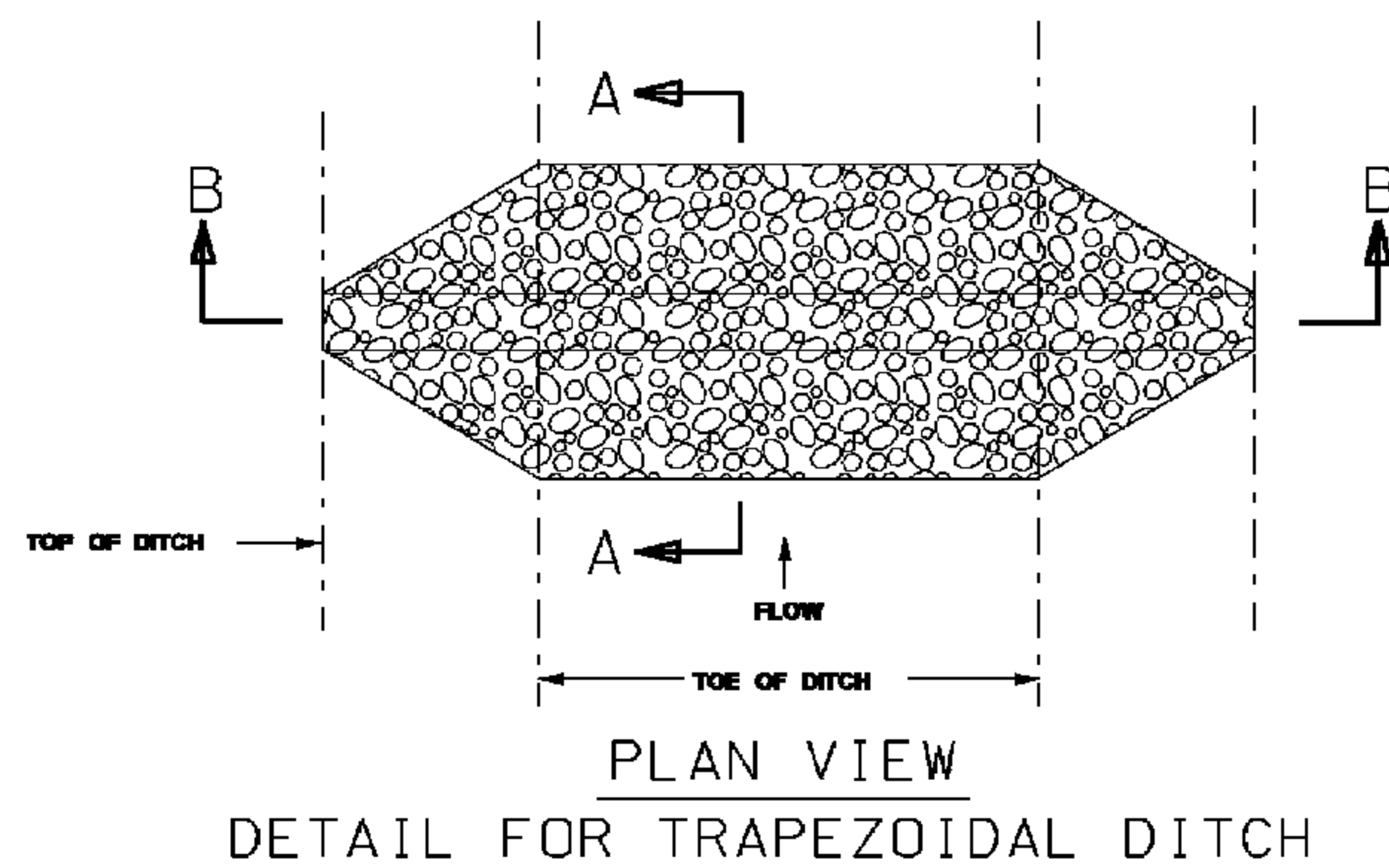
NOTES:

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

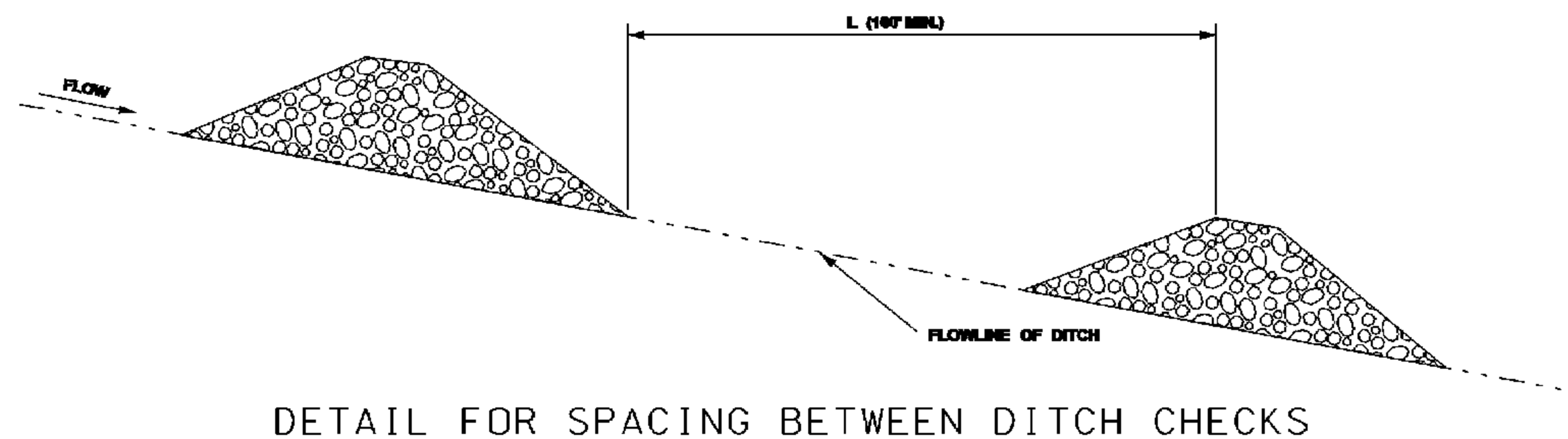
WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	
DATE	FILENAME:	WORKING NUMBER	
DESIGN TEAM	CHECKED	ECD-6	
	DATE	SHEET NUMBER	
		20	



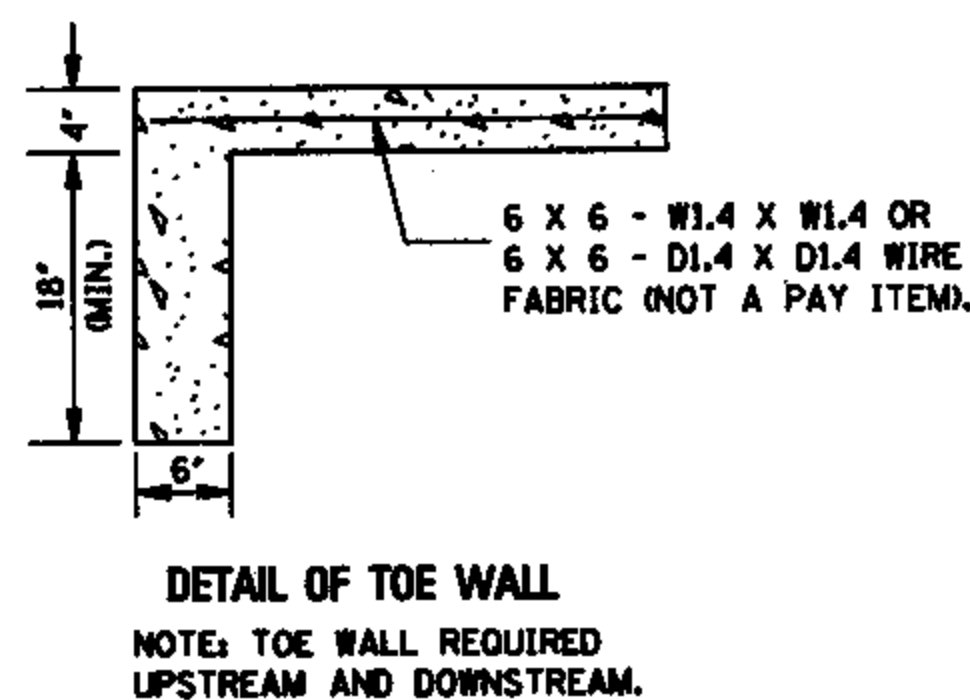
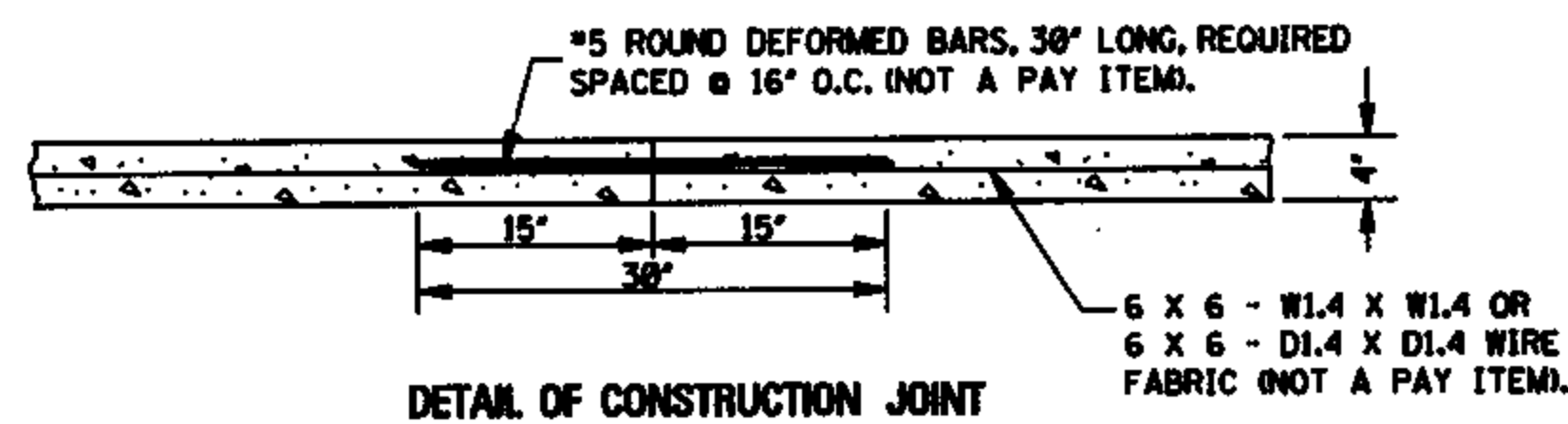
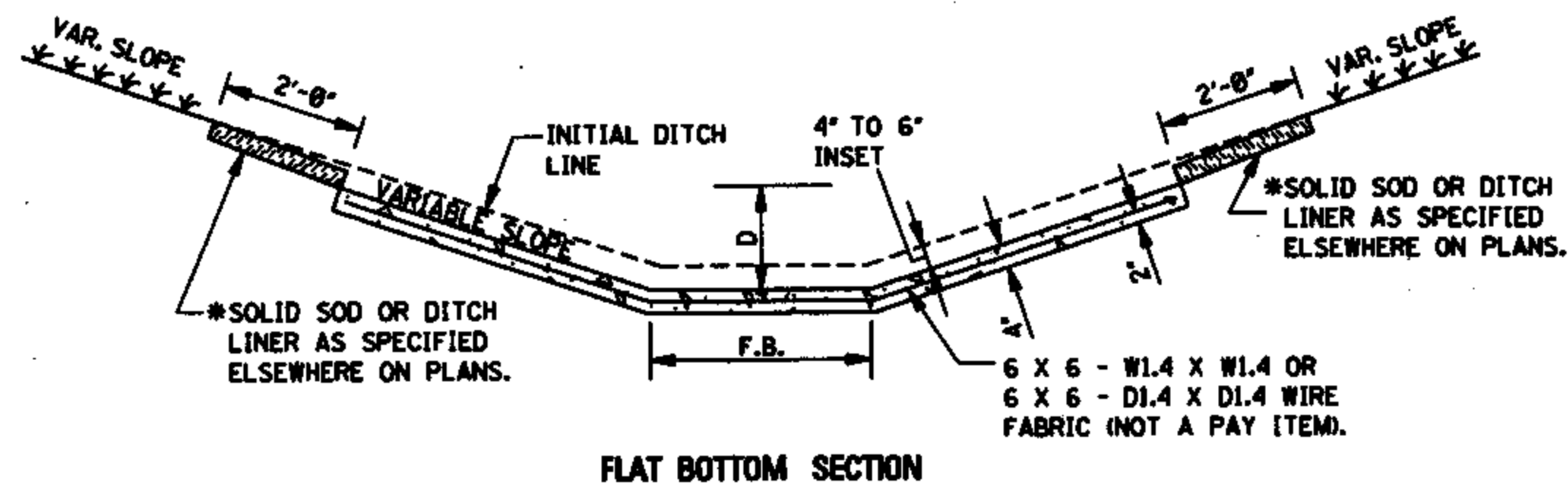
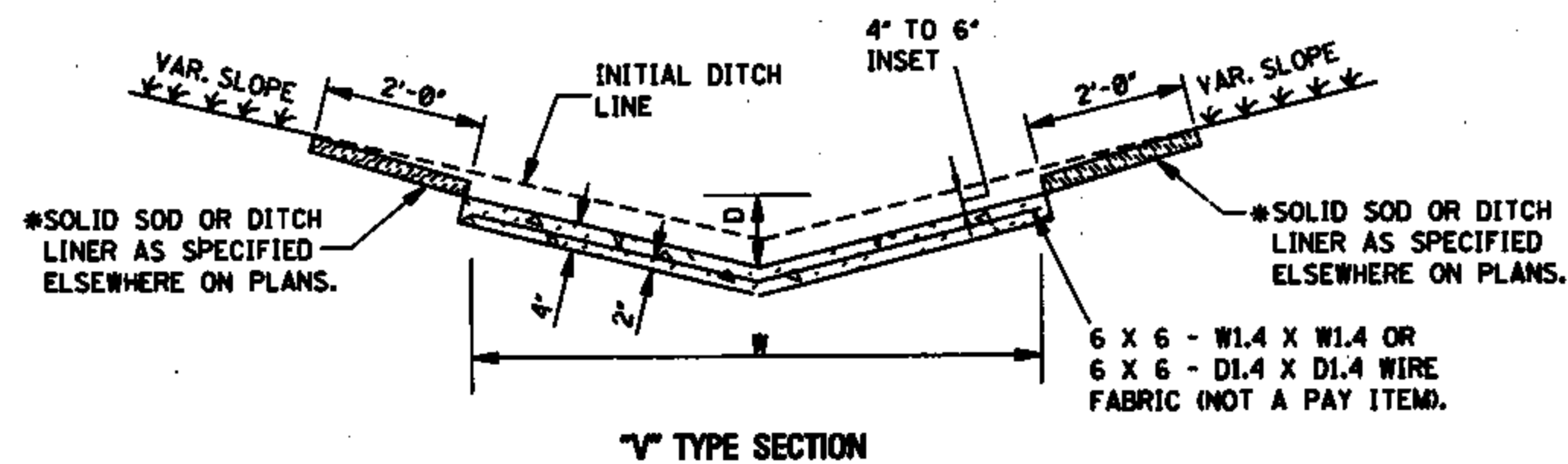
- NOTES:
1. MINIMUM SPACING FOR ROCK DITCH CHECKS SHALL BE 100 FEET OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
 2. ROCK DITCH CHECKS MAY ALSO BE CHOKED WITH FABRIC.
 3. SIZE 300 LB RIF RAP MAY BE USED FOR SPECIFIED APPLICATIONS AS SHOWN ON EROSION CONTROL PLAN

TEMPORARY ROCK DITCH CHECKS IN ROADSIDE DITCHES



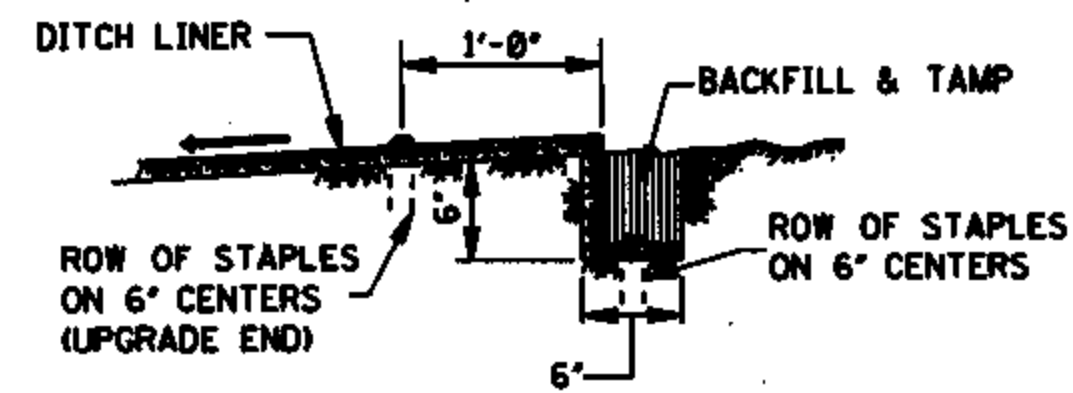
DETAIL FOR SPACING BETWEEN DITCH CHECKS

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROCK DITCH CHECK	
DATE	FILENAME:	EROSION CONTROL/ECD-8.DGN	WORKING NUMBER
DESIGN TEAM	CHECKED	DATE	ECD-8
			SHEET NUMBER
			21

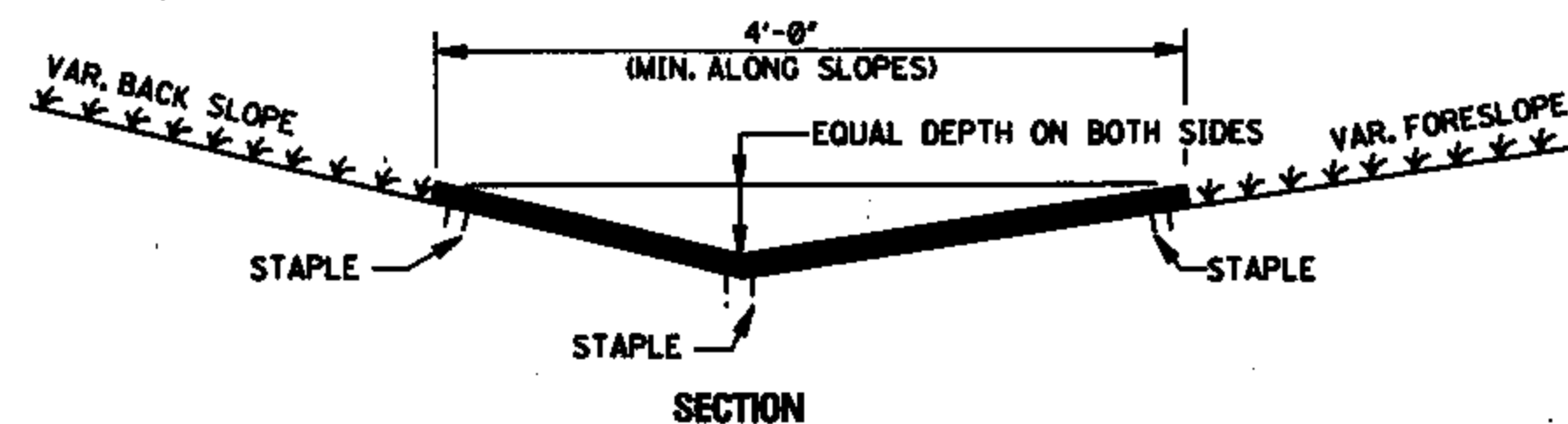
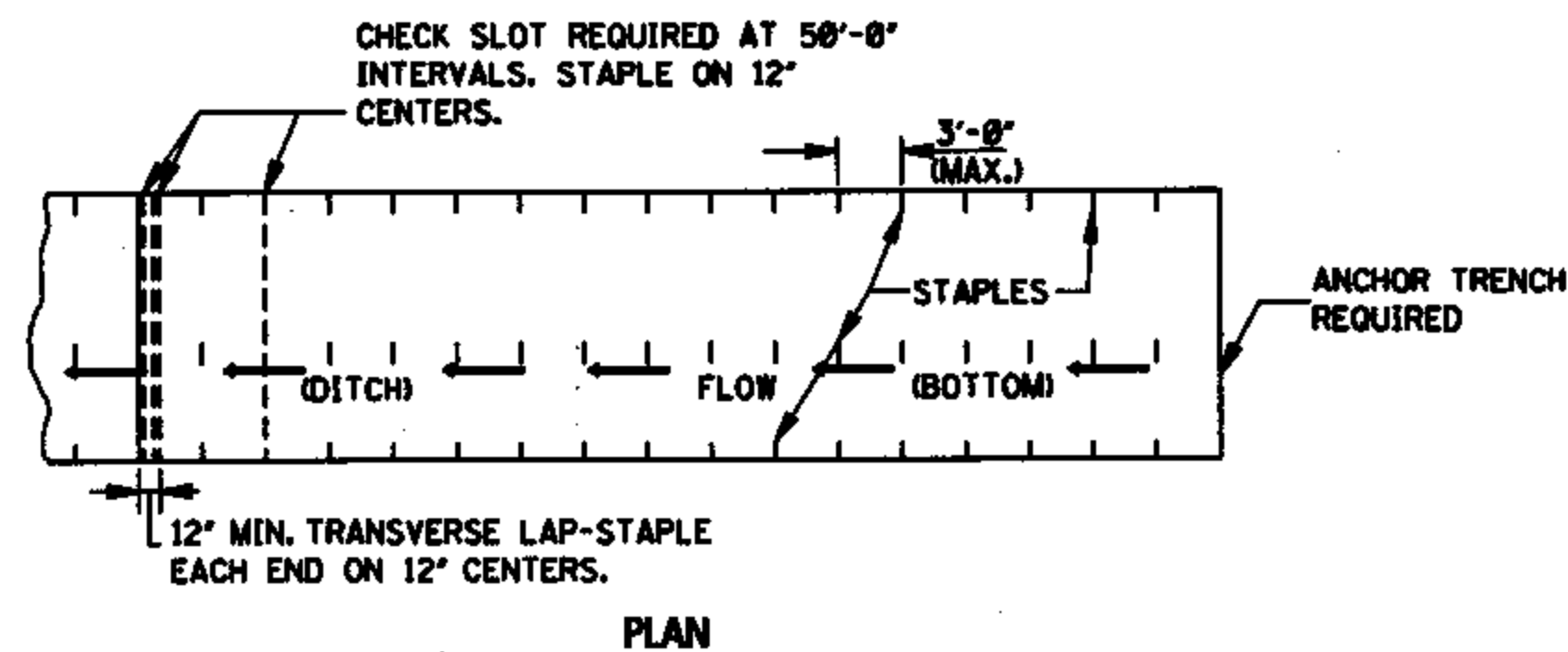


CONCRETE PAVED DITCH

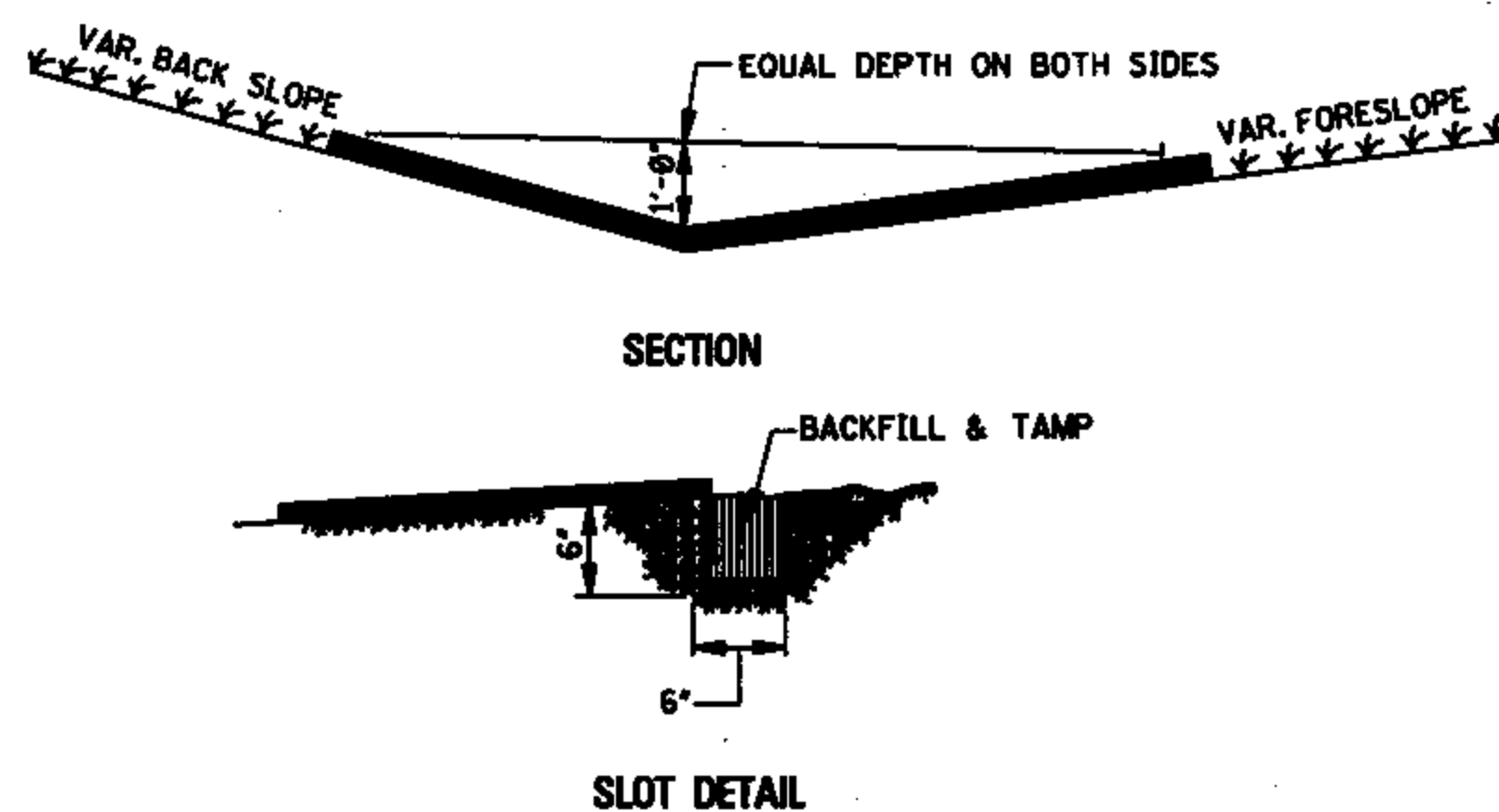
- NOTES:
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
 2. DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
 3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL 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.



NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.

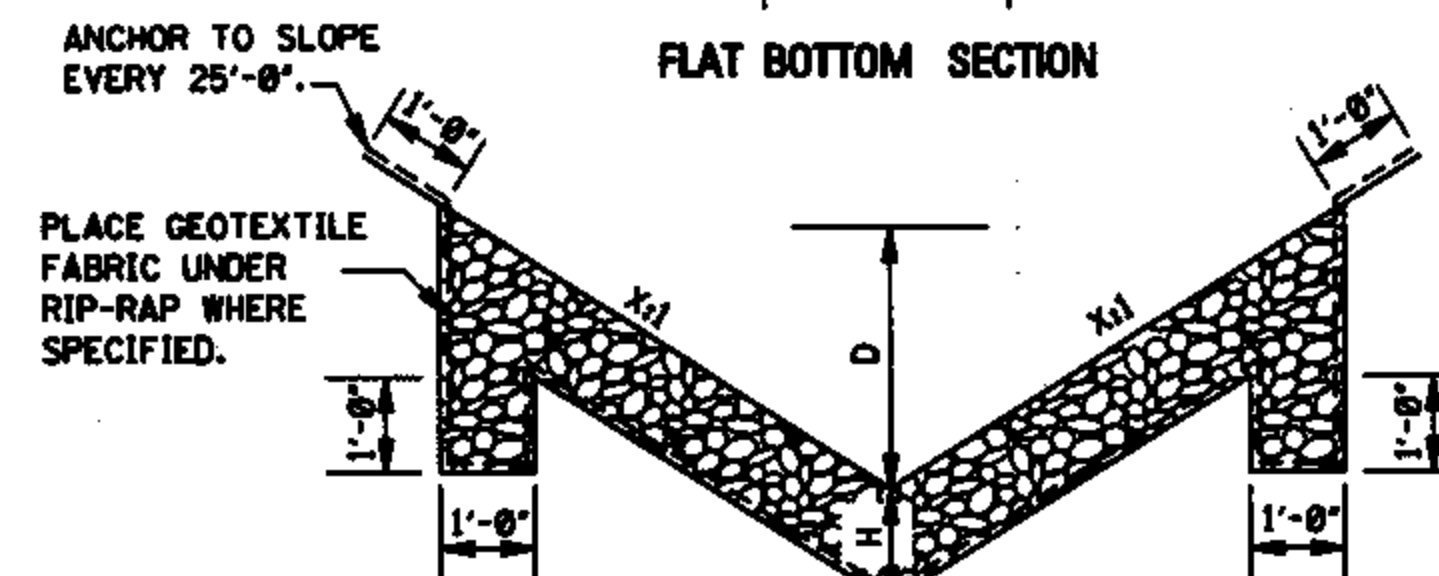
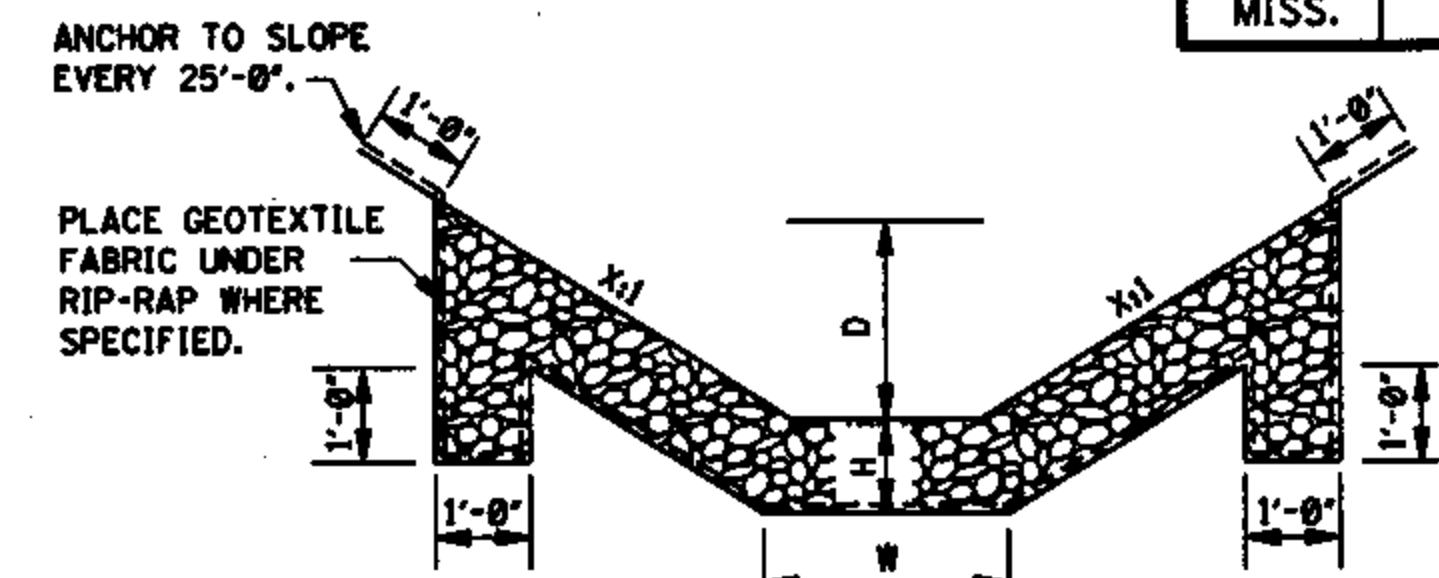


DITCH LINER TREATMENT
(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)
NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



BITUMINOUS TREATED ROVING

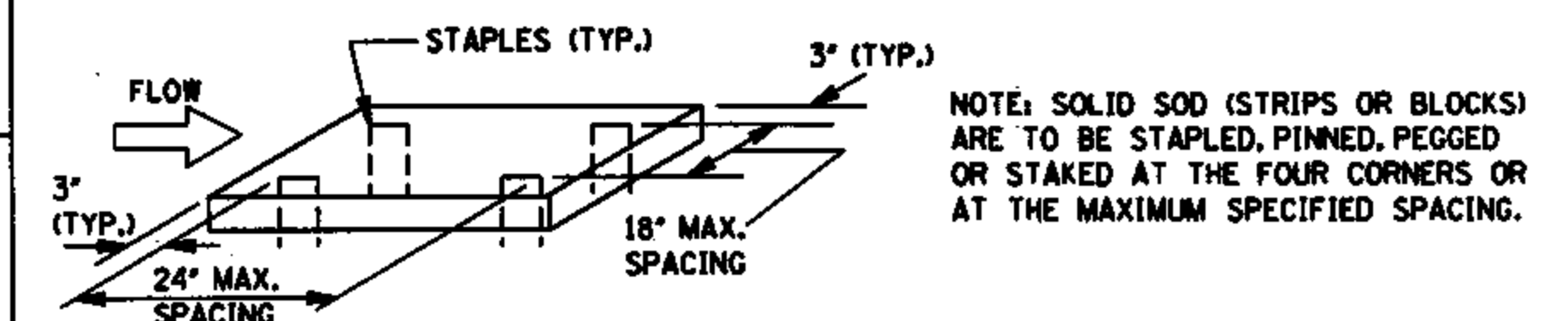
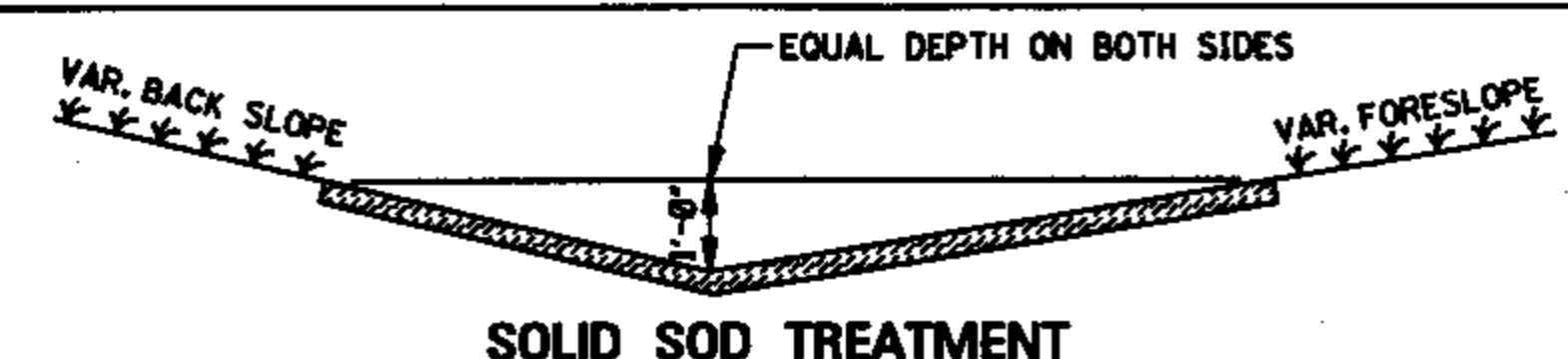
NOTE: UPGRADE AND DOWNGRADE ENDS OF THE BITUMINOUS TREATED ROVING SHALL BE BURIED IN A 6" MINIMUM VERTICAL SLOT AND THE SOIL TAMPED FIRMLY AGAINST IT.



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.

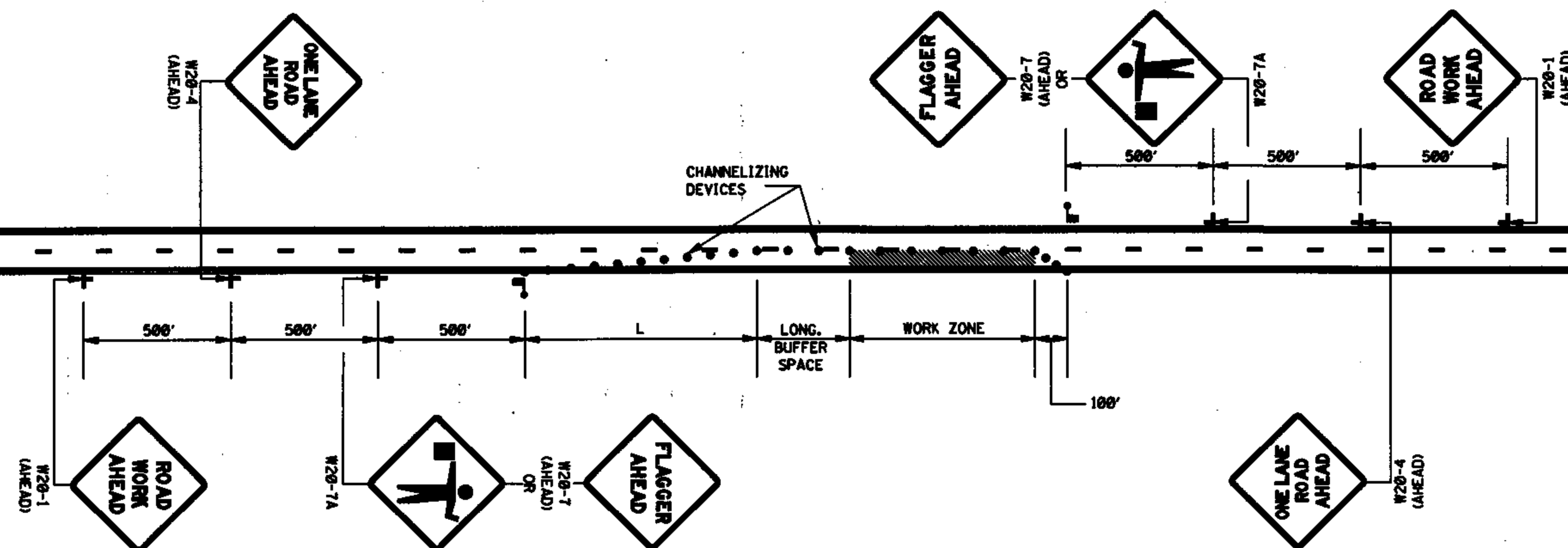
RIP-RAP SIZE & MINIMUM DEPTH "H"	
H	RIP-RAP SIZE
(in)	(lbs)
12"	100
18"	300



- 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DETAILS OF TYPICAL DITCH TREATMENTS	
BY	DATE
REVISION	DATE
ISSUE DATE: OCTOBER 1, 1998	
WORKING NUMBER DT-1	SHEET NUMBER 145



- 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

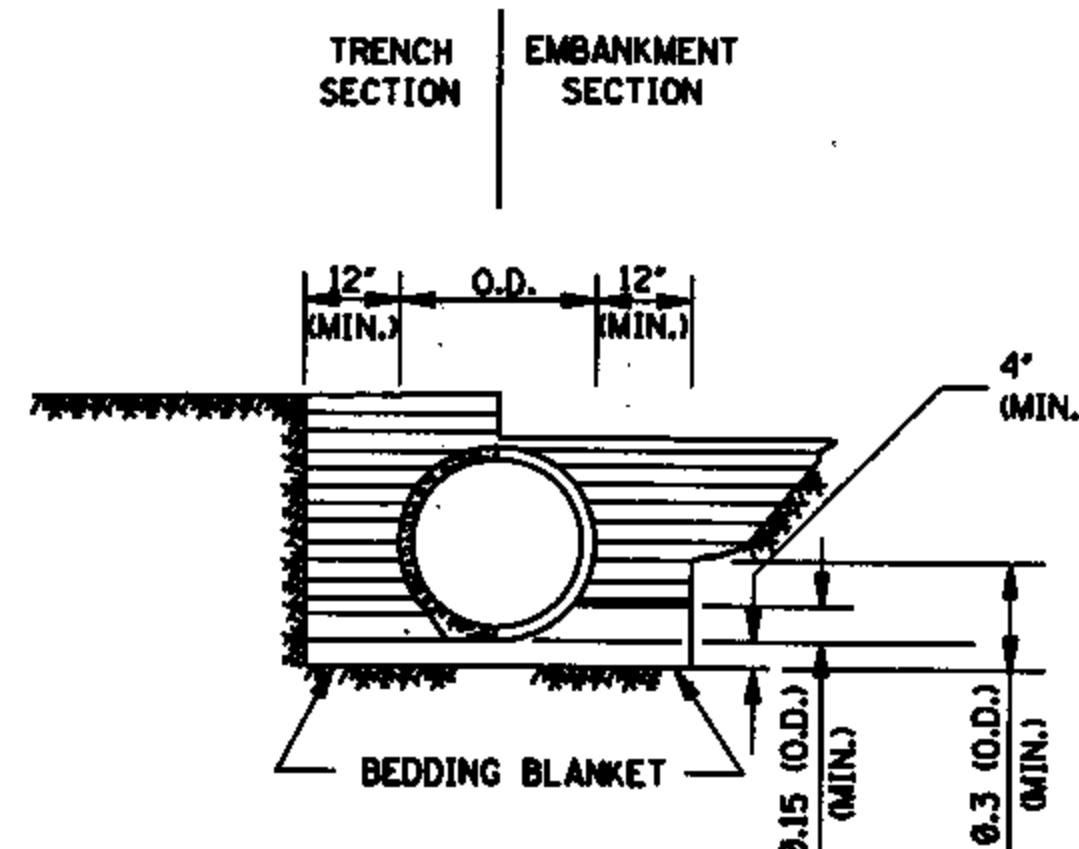
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
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.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
		TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	
		WORKING NUMBER TCP-1	
		SHEET NUMBER 250	
		ISSUE DATE: OCTOBER 1, 1998	

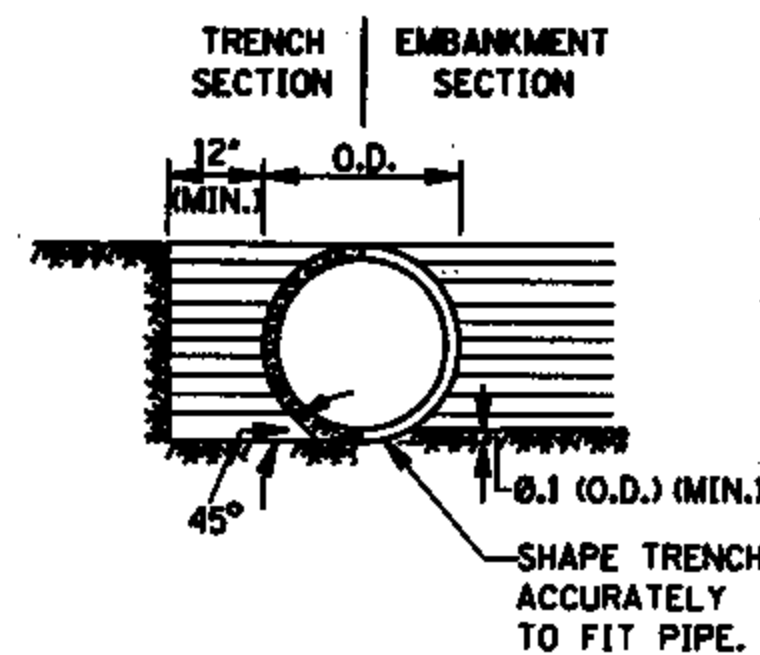
STATE	PROJECT NO.
MISS.	

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
		2½ x ½' CORRUGATED STEEL / RIVETED, WELDED OR HELICAL		3' x 1' OR 5' x 1' CORRUGATED STEEL / RIVETED, WELDED, HELICAL OR BOLTED		2½ 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' / -

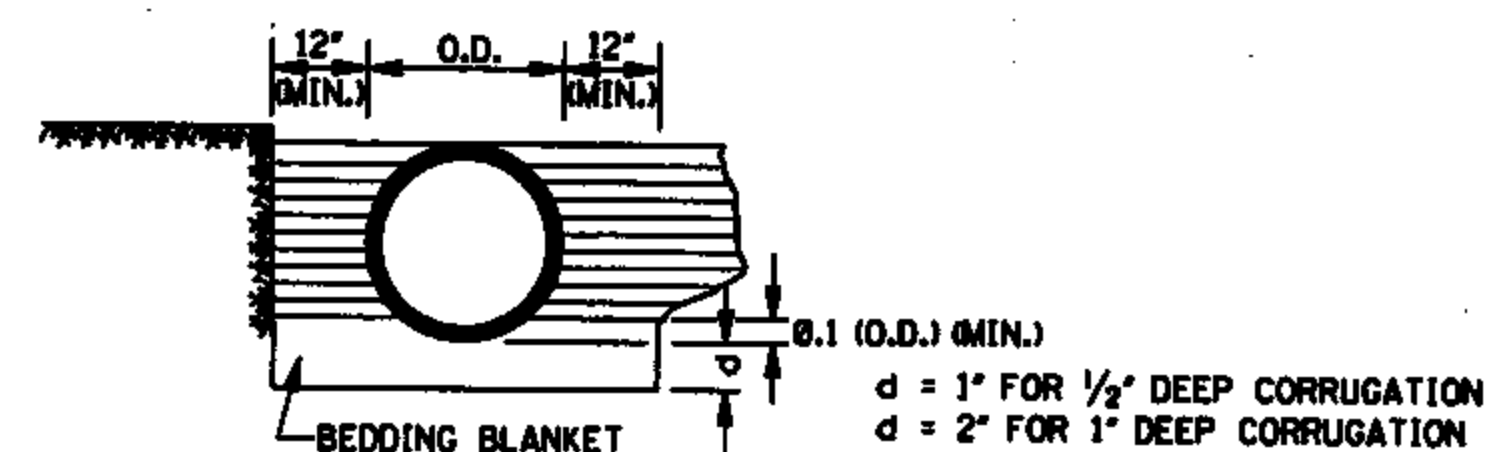
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).



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	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	DAMP	POSITIVE	
	B _d (in)	SAND & GRAVEL	CLAY	p = 0.7; R _{pd} = 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.

GENERAL NOTES:

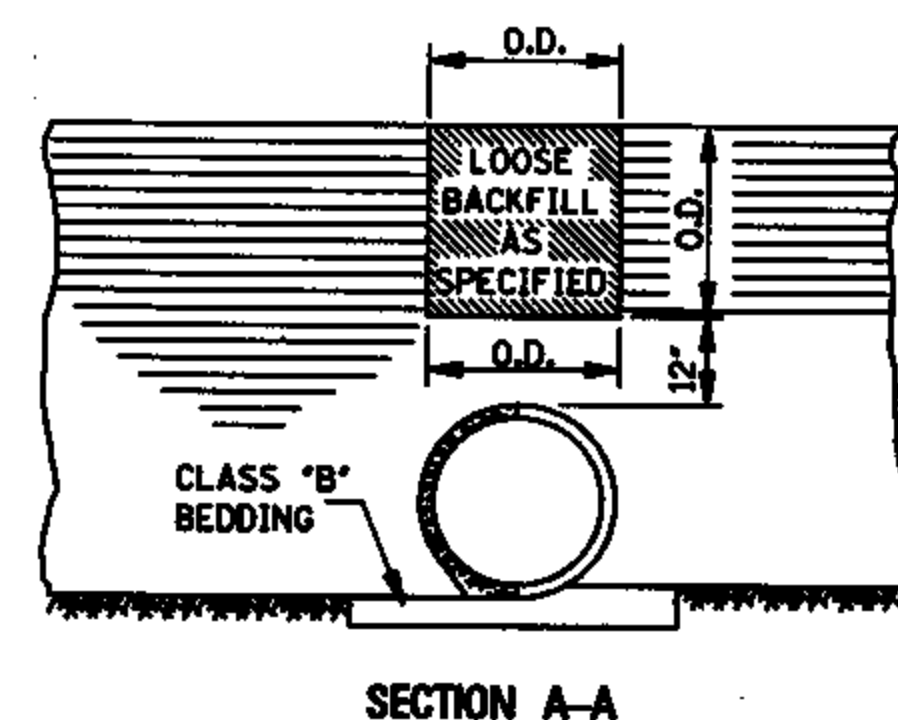
1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND 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.

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/ft ² (in)	STEEL			ALUMINUM		
				MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)		
				2 tons/ft ² + 3 tons/ft ²	2 tons/ft ² + 3 tons/ft ²				
				2 1/2' X 1/2' CORRUGATION RIVETED, WELDED OR HELICAL	2 1/2' X 1/2' 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'	3 1/2"	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'+			

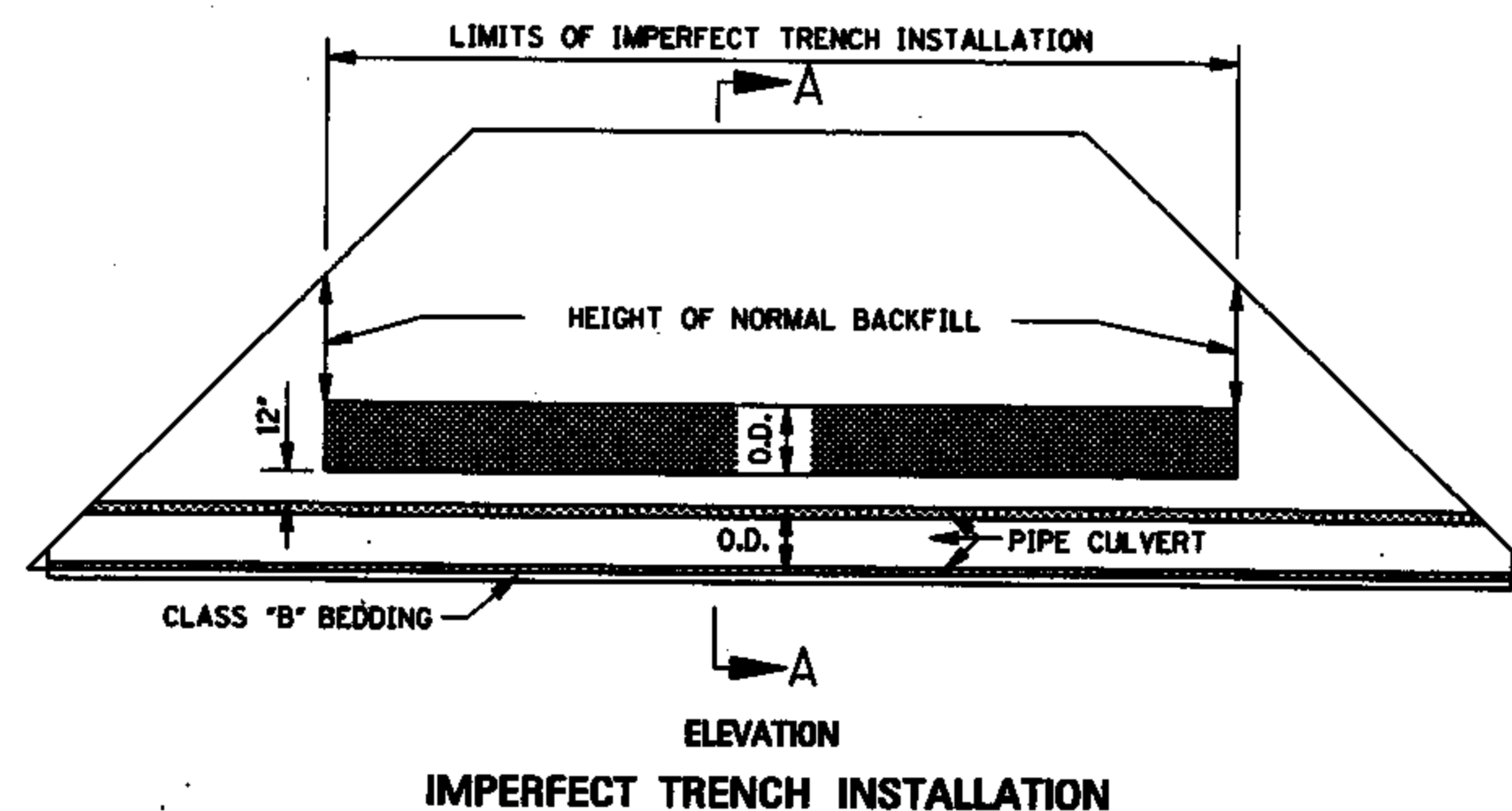
NOTES:

1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36/M 36 & AASHTO M 196/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



IMPERFECT TRENCH INSTALLATION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN		 WORKING NUMBER PI-1 SHEET NUMBER 300
PIPE CULVERT INSTALLATION		
DATE	ISSUE DATE: OCTOBER 1, 1998	

1040.650

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200381452
1207S2_ADV

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

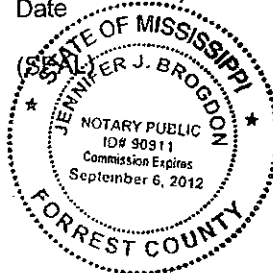
11/2/2011
11/2/2011
11/9/2011

Size: 321 words / 1.00 col. x 80.00 lines
Published: 2 time(s)
Total: \$75.62

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 11/9/2011.

Jennifer J. Brogdon
Notary Public
NOV. 9, 2011
Date



**ADVERTISEMENT FOR
BIDS:**

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until December 1, 2011 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**592 PROGRAM SEWER
REHABILITATION, CON-
TRACT NO. 2, HATTIES-
BURG, MISSISSIPPI**

Plans, Specifications, and proposal forms may be obtained from: Shows, Deasman & Walls, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403. 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:

**592 PROGRAM SEWER
REHABILITATION, CON-
TRACT NO. 2, HATTIES-
BURG, 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 informality.

**PUBLISHED by Order of
the Council on the 19th day
of October A.D., 2011.**

**CITY OF HATTIESBURG,
MISSISSIPPI**

BY: Eddie R. Myers/s

Eddie R. Myers, City Clerk

Publish: November 2 & 3,

2011.

0200381452-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200381689
Bid 592 Sewer Rehabilitation

**ADVERTISEMENT FOR
BIDS:**

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until December 1, 2011 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

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PUBLISHED by Order of the Council on the 18th day of October A.D., 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
Eddie R. Myers, City Clerk

November 1 and 8, 2011
0200381689-01

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:

11/1/2011

11/8/2011

Size: 308 words / 1.00 col. x 78.00 lines

Published: 2 time(s)

Total: \$79.76

Signed *Ann Middleke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 11/8/2011.

Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)





City of Hattiesburg, MS

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

Master

File Number: 2011-0139

File ID: 2011-0139

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/05/2011

Brief Title: September Privilege License Report

Final Action:

Minute Book Number: MB 2011-6/148

Title: Acknowledge receipt of Privilege License Report for the month of September, 2011 from the Tax Department, as per recommendation.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Prrivilege Lic report

Enactment Number:

Contact: Marilyn Schwandt

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6		Eddie Myers	Escalated	10/10/2011
1	7	10/12/2011	Debbie Bernardo	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote							

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

TEL-No Vote: 0

Text of Legislative File 2011-0139

Title

Acknowledge receipt of Privilege License Report for the month of September, 2011 from the Tax Department, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item



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 5, 2011

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of September, 2011.
The breakdown for this month's collection is as follows:

New Licenses	\$ 1, 218.34
Renewed Licenses	\$31,227.00
Penalties	\$ 430.49

The grand total collected for September, 2011 was **\$32,875.83.**

Respectfully,

Marilyn Schwandt
Deputy City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
September 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0111688	8.34		MR G'S 660 W 4TH STREET HATTIESBURG, MS 39403
0111711	20.00		S & I DETAILING SERVICES 152 MCCALL ST HATTIESBURG, MS 39401
0111718	20.00		ENSERVE LLC 301 HUMBLE AVE SUITE 133 HATTIESBURG, MS 39401
0111751	20.00		4 D SOLUTIONS, INC. 523 EAST HICKORY STREET ELLISVILLE, MS 39437
0111760	20.00		BEAUTY RUSH 6508 HWY 49 N HATTIESBURG, MS 39401
0111770	30.00	9.69	SALON PANACHE 6555 HWY 98 W. SUITE 16 HATTIESBURG, MS 39402
0111778	40.00		ASHLEY'S SPORTING GOODS 2902 HARDY ST. STE 120 HATTIESBURG, MS 39401
0111792	20.00	2.40	TRIANGLE HEALTHCARE STAFFING SERV. 618 CAMPBELL LOOP HATTIESBURG, MS 39401
0111793	20.00		CO CO THERAPY INC 163 TURTLE CREEK DR #170 HATTIESBURG, MS 39402
0111816	20.00		AAMCO TRANSMISSION 109 MAYFAIR DR. HATTIESBURG, MS 39402
0111830	20.00		HANDS ON CARE 605 CHARLES ST HATTIESBURG, MS 39401
0111832	45.00		PENNS FISH HOUSE INC 6060 HWY 49 JACKSON, MS 39216
0111836	30.00	6.60	THE SERVICE COMPANY 5071 HWY 42 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0111845	250.00		SPIRIT HALLOWEEN SUPER STORE 6116 HWY 98 MONROE, LA 71202
0111863	35.00		COMPADRE'S TAQUERIA & GRILL 1131 HARDY ST. LAUREL, MS 39440
0111866	20.00	2.20	SHOOK LAW FIRM & DISPUTE RESOLUTION 610 ADELINE 1-D HATTIESBURG, MS 39403
0111867	20.00	2.60	HOUSE PLAN ZONE LLC 5297 OLD HWY 11 SUITE 6 HATTIESBURG, MS 39401
0111878	20.00		HOUSE OF 1000 PSYCHOS 511 E. PINE ST ELLISVILLE, MS 39437
0111880	20.00	3.00	MAGIC HANDS SALON, INC. 4600 HARDY STREET, SUITE 16 HATTIESBURG, MS 39402
0111881	135.00		HANCO CORPORATION 6316 HWY 49 HATTIESBURG, MS 39404
0111882	20.00		OLD CHARLEY BOY'S ANTIQUES & MORE 5729 HWY 49 S, UNIT 1 HATTIESBURG, MS 39402
0111887	20.00		HUB CITY METALS 1507 N. MAIN STREET HATTIESBURG, MS 39401
0111895	20.00		BANKS TECH. & PRINTING SOLUTIONS 4010 OFERRAL ST, STE 130 HATTIESBURG, MS 39404
0111902	20.00		W W ADCOCK 140 CHAMBLISS RD BATON ROUGE, LA 70815
0111911	30.00		HATTIESBURG CLINIC, PA 1 LINCOLN PARKWAY #102 HATTIESBURG, MS 39401
0111921	35.00		SEASONS LLC DBA ROCKET CITY DINER 6555 HWY 98 WEST STE 1 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
September 2011

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0111935	20.00		COASTAL GOLD & SILVER 1000 TURTLE CREEK DR, T-27 MANDEVILLE, LA 70448
0111937	70.00		ANTBEES VENDING, LLC 118 BEECH RD CROSBY, MS 39633
0111955	20.00	6.40	INSTANT TAX SERVICE 825 HARDY STREET GULFPORT, MS 39501
0111971	45.00		REDBOX AUTOMATED RETAIL, LLC 7060 HWY 49 OAKBROOK TERRACE, IL 60181
0111972	45.00		REDBOX AUTOMATED RETAIL, LLC 2507 HARDY ST HATTIESBURG, MS 60181
0111977	30.00	3.60	SMOOTHIE KING 3706 HARDY ST. STE 30 HATTIESBURG, MS 39402
0111995	30.00		BYERS ENGINEERING COMPANY 301 W. PINE STREET, 2ND FL. H'BURG ATLANTA, GA 30328

33 1,218.34 36.49

299 31,227.00 394.00

Total Collection For September

New Licenses	1,218.34
Renewed Licenses	31,227.00
Penalties	430.49
Grand Total	32,875.83



City of Hattiesburg, MS

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

Master

File Number: 2011-0143

File ID: 2011-0143

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/06/2011

Brief Title: Sept 2011 Grave Sales

Final Action:

Minute Book Number: MB 2011-66/148

Title: Approve sale of grave spaces per attached memo.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Sept grave sales, Deed to Highland Cemetery
executed

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6		Eddie Myers	Escalated	10/10/2011
1	7	10/13/2011	Debbie Bernardo	Approve	10/13/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote							

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

TEL-No Vote: 0

Text of Legislative File 2011-0143

Title

Approve sale of grave spaces per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: October 18, 2011

RE: Grave Sells

The following represents the grave spaces that were sold from September 19, 2011 through October 3, 2011:

Jasper L White

(1) space \$175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 53, Section 28, Highland Cemetery

Edison and Faye Windham

(2) spaces \$350.00
Southeast Quarter (SE1/4)
Lot 28, Section 33, Highland Cemetery

Walter Clyde Dennis, Jr

(1) space \$175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 14, Section 31, Highland Cemetery

Tracy L Russ

(2) spaces \$350.00
Southeast Quarter (SE1/4)
Lot 16, Section 30, Highland Cemetery

Ailene Scott Armstrong

(1) space \$175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)
Lot 1, Section 33, Highland Cemetery

John and Kathy Hayman

(2) spaces \$350.00
Northwest Quarter (NW1/4)
Lot 19, Section 30, Highland Cemetery

Christian Angel Mantinez Webb

(1) space \$175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 26, Section 33, Highland Cemetery

Pamela J Dolison

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 165, Section 25, Highland Cemetery

Aziz Obaidullah

(1) space \$175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 24, Section 33, Highland Cemetery

Lucis H Davis

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 15, Section 30, Highland Cemetery

William Powell Holcutt, II

(1) space \$175.00

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot 39, Section 31, Highland Cemetery

Barbara Magee

(1) space \$150.00

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot 85, Section 2, South Hill Cemetery

Lula Dwight

(1) space \$150.00

East Half (E1/2) of the Northeast Quarter (NE1/4)

Lot 143, Section 1, South Hill Cemetery

Marco Harris

(1) space \$150.00

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot 85, Section 2, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-19- 2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 53 Section No. 28 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Nadelyn K. Hinton
Supt. of City Cemeteries

mail to:

2749 Oak Grove Rd

#81

Hattiesburg, MS 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-21- 2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 1/4 Lot No. 28 Section No. 33 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

check 3885

CITY OF HATTIESBURG, MISSISSIPPI

By

Nadelyn K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-21- 2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 14 Section No. 31 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Nadelyn K. Hinton
Supt. of City Cemeteries

Mail to:
100 Madison Ave
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

9-22-2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 16

Section No. 30

in

Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00
Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Malvin K. Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

9-23-2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 1

Section No. 33

in

Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00
check 1441

CITY OF HATTIESBURG, MISSISSIPPI

By

Malvin K. Hinton
Supt. of City Cemeteries

Mail to:
76 Crystal Creek
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

9-26-2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/4 Lot No. 19

Section No. 30

in

Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-28 20 11

SOLD TO:

Mr.. Mrs. Miss Christian Angel Mantizez Webb
ADDRESS 1300 Vernon St Apt. 4 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 26 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 1184
1184

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-29 20 11

SOLD TO:

Mr.. Mrs. Miss Pamela J. Dolison
ADDRESS 715 Myrtle St. H'burg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 165 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-29 20 11

SOLD TO:

Mr.. Mrs. Miss Aziz Obaidullah
ADDRESS 203 Ray Bridge Dr. H'burg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 24 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

175.00

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-29- 2011

SOLD TO:

Mr. Mrs. Miss Lucia H Davis

ADDRESS 107 Sis Circle Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW 1/4 Lot No. 15 Section No. 30 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

check 5591

CITY OF HATTIESBURG, MISSISSIPPI

By Nalyn K. Hunter

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-29- 2011

SOLD TO:

Mr. Mrs. Miss William (Bill) Powell Holcutt, II

ADDRESS 107 Sis Circle Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N NE 1/4 Lot No. 39 Section No. 31 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

check 661

CITY OF HATTIESBURG, MISSISSIPPI

By Nalyn K. Hunter

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-26- 2011

SOLD TO:

Mr. Mrs. Miss Barbara Magee

ADDRESS 403 Geneva Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NE 1/4 Lot No. 85 Section No. 2 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Nalyn K. Hunter

Supt. of City Cemeteries

mail to:

PO Box 1792

Hattiesburg, MS 39403

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-3-2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 143 Section No. 1 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-3-2011

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 85 Section No. 2 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jasper L. White 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 (NW1/4).

Lot Number: 53

Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

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 18th day of October, 2011.

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, Eddison and Faye Windham, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 28

Section Number 33

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 18th day of October, 2011.

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 18th day of October, 2011.

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 Walter Clyde Dennis, Jr. 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 (NW1/4)

Lot Number: 14

Section Number: 31

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

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 18th day of October, 2011.

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, Tracy L Russ, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 16

Section Number 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 18th day of October, 2011.

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 18th day of October, 2011.

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 Ailene Scott Armstrong, 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 (SW1/4)

Lot Number: 1

Section Number: 33

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 18th day of October, 2011.

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. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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, John and Kathy Hayman, 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 19

Section Number 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 18th day of October, 2011.

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 18th day of October, 2011.

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 Christian Angel Mantizez Webb 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 (NW1/4)

Lot Number: 26

Section Number: 33

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 18th day of October, 2011.

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 18th day of October, 2011.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pamela J. Dolison subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (1/2) Southwest Quarter (SW1/4)

Lot Number: 165

Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

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 18th day of October, 2011.

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 Aziz Obaidullah subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2)Southeast Quarter (SE1/4)

Lot Number: 24

Section Number: 33

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 18th day of October, 2011.

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 18th day of October, 2011.

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 Lucia H. Davis 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 (SW1/4)

Lot Number: 15

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 18th day of October, 2011.

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 18th day of October, 2011.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William (Bill) Powell Holcutt, II subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2)Northeast Quarter (NE1/4)

Lot Number: 39

Section Number: 31

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

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 18th day of October, 2011.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Barbara Magee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½)
of the
Northeast Quarter (NE¼)

Lot Number: 85

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of September, 2011.

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. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of September, 2011.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Barbara Magee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½)
of the
Northeast Quarter (NE¼)

Lot Number: 85

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

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 18th day of October, 2011.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lula Dwight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Northeast Quarter (NE¼)

Lot Number: 143

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

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 18th day of October, 2011.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00) cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marco Harris, 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 (N½) of the Northeast Quarter (NE¼)

Lot Number : 82

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

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. DuFree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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 Jasper L. White 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 (NW1/4)

Lot Number: 53 Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

ATTEST:

Eddie R. DuPre
CITY CLERK

Johnny L. Myers
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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, Edison and Faye Windham, 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 (SE1/4)

Lot Number 28 Section Number 33

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 18th day of October, 2011.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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 Walter Clyde Dennis, Jr. 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 (NW1/4)

Lot Number: 14

Section Number: 31

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

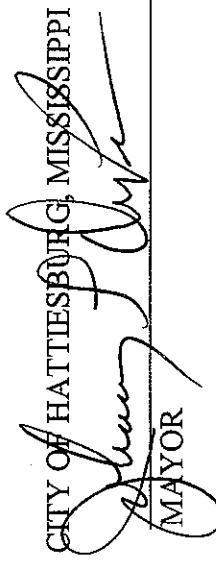
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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, Tracy L Russ, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 16

Section Number 30

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

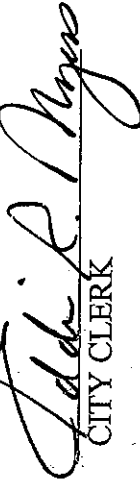
Two Grave space (s).

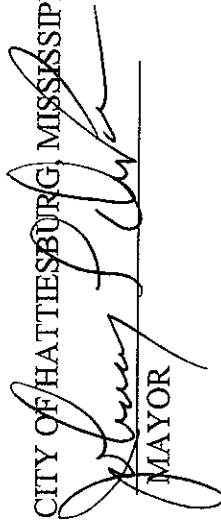
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 18th day of October, 2011.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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 Ailene Scott Armstrong 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 (SW1/4)

Lot Number: 1

Section Number: 33

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 18th day of October, 2011.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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, John and Kathy Hayman, 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 19 Section Number 30

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

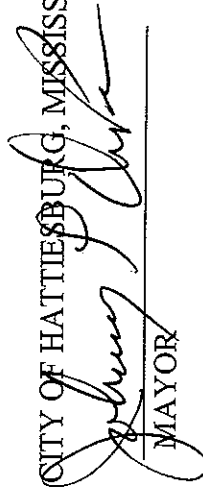
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 18th day of October, 2011.

ATTEST:

CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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 Christian Angel Mantinez Webb 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 (NW1/4)

Lot Number: 26

Section Number: 33

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 18th day of October, 2011.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pamela J. Dolison subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (1/2) Southwest Quarter (SW1/4)

Lot Number: 165 Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

ATTEST:

Eddie R. DuPre
CITY CLERK

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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 Aziz Obaidullah subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southeast Quarter (SE1/4)

Lot Number: 24 Section Number: 33

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 18th day of October, 2011.

ATTEST

Eddie R. Myers
CITY CLERK

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

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 Lucia H. Davis 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 (SW1/4)

Lot Number: 15

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 18th day of October, 2011.

ATTEST

Eddie R. DuFree
CITY CLERK

Johnny L. Myers
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William (Bill) Powell Holcutt, II subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Northeast Quarter (NE1/4)

Lot Number: 39 Section Number: 31

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

ATTEST:

Eddie R. DuPre
CITY CLERK

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Barbara Magee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½)
of the
Northeast Quarter (NE¼)

Lot Number: 85 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

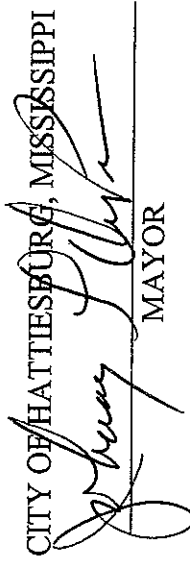
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

ATTEST


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lula Dwight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E $\frac{1}{2}$)
of the
Northeast Quarter (NE $\frac{1}{4}$)

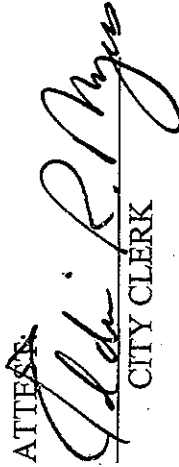
Lot Number: 143 Section Number: 1

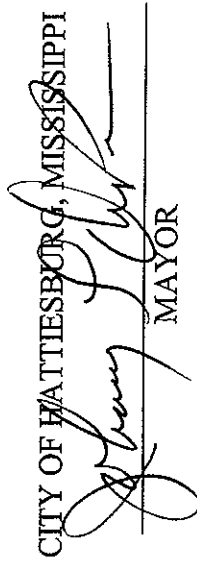
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

ATTEST:

CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00) cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marco Harris, 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 (N½) of the Northeast Quarter (NE¼)

Lot Number : 85

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

Two (2) Grave space (s).

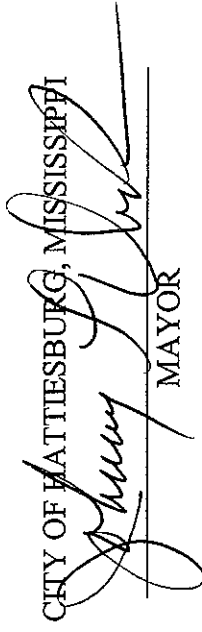
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2011.

ATTEST


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2011.

My Commission Expires: _____

NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2011-0146

File ID: 2011-0146

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/10/2011

Brief Title: Ack. Proof of Publication for Sept. 2011

Final Action:

Minute Book Number: MB 2011-69/148

Title: Acknowledge Proof of Publication for the month of September, 2011.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Sept. publication

Enactment Number:

Contact:

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Connie Everett - FYI	Notified - FYI	
1	5		Debbie Bernardo - FYI	Notified - FYI	
1	6	10/11/2011	Eddie Myers	Approve	10/12/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote							

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

TEL-No Vote: 0

Text of Legislative File 2011-0146

Title

Acknowledge Proof of Publication for the month of September, 2011.

Summary

Budget Information

Expenditure Type

Purchasing Item

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI HINDS COUNTY

PASTE PR

C19347

THE CITY OF H

0200374426

Rowan Sidewalk

SECTION 801 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY,
MISSISSIPPI

NOTICE TO CONTRACTORS

SAFE ROUTES TO
SCHOOL ROWAN
SIDEWALK PROJECT -
FEDERAL-AID PROJECT
NO. SRSP 0210-00(019)
LPA/105810-401000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, October 6, 2011 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing a 4' wide concrete sidewalk along Ruby Avenue and Cypress Avenue from Martin Luther King Avenue to Charles Street and along JC Killingsworth Drive from Breland Avenue to Ellis Avenue.

The contract time is 60 consecutive calendar days.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403 (1487 704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$100.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing

selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, no person, disadvantaged and women's business enterprises will be afforded 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.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day after the 60 calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004" together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

Eddie Myers, City Clerk
City of Hattiesburg,
Mississippi

Dates of Publication:
August 31, 2011
Septem 7, 2011

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:

8/31/2011

9/7/2011

Size: 927 words / 1.00 col. x 219.00 lines

Published: 2 time(s)

Total: \$215.94

Signed

Authorized Clerk of

The Clarion-Ledger

SWORN to and subscribed before me on 9/7/2011.

Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200375340
Sludge Removal

LEGAL NOTICE
REQUEST FOR PROPOSALS FOR CITY OF HATTIESBURG, MISSISSIPPI SOUTH SEWAGE LAGOON SLUDGE REMOVAL AND DISPOSAL

The City of Hattiesburg will be accepting proposals for dredging and disposal of sludge from cells 3B and 3C, and a portion of cells 3D and 1 at the South Sewage Lagoon. The South Sewage Lagoon is located at 1903 East Hardy Street, Hattiesburg, Mississippi. Interested, licensed, and qualified contractors shall submit sealed proposals in the format specified in the Request for Proposals no later than 12:00 A.M. local time (CST) MONDAY OCTOBER 3, 2011, at which time sealed proposals will be publicly opened and read aloud.

The above proposal shall be prepared and delivered as per specifications listed herein. Each proposal MUST be received in a sealed envelope which is marked in the lower left-hand corner with the word "PROPOSAL" and the PROPOSAL NAME on which proposal is made and the DATE OF PROPOSAL OPENING.

PROPOSAL NAME:
South Sewage Lagoon
Sludge Removal

Submitter's name and license number must be placed on the envelope containing the proposal; otherwise the proposal will not be opened. All proposals must be accompanied by a proposal bond equal to five percent of the amount of the proposal.

The City of Hattiesburg will not discriminate in the purchase of all goods and services on the basis of race, color, creed, sex, handicap or national origin. Verbal proposals or proposals received after the closing date will not be accepted. 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 as Amended, and other applicable State law; but The City of Hattiesburg reserves the right to reject any and all proposals received and to waive technicalities or informalities.

PUBLISHED by Order of the Council on the 22nd day of March, 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers/s/
Eddie R. Myers, City Clerk
(SEAL)

September 5 and 12, 2011
0200375340-01

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:

9/5/2011
9/12/2011

Size: 403 words / 1.00 col. x 99.00 lines
Published: 2 time(s)
Total: \$93.30

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/12/2011.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

**REQUEST FOR
QUALIFICATIONS
INFORMATIONAL KIOSK -
HATTIESBURG
INTRAMODAL FACILITY
LEGAL NOTICE**

PASTE HERE

C19347
THE CITY OF HATTIESBURG,
02003739
Information

Notice is hereby given that sealed Proposals will be received until the hour of 10:00 a.m. (CST), Thursday, September 8, 2011 at the City of Hattiesburg's City Clerk Office, 2nd Floor, 200 Forrest Street, Hattiesburg, Mississippi 39401 (mailing address: P.O. Box 1898, Hattiesburg, Mississippi, 39403-1898) for the construction of an electronic Customer Service Information Kiosk.

Copies of the Request for Proposals are available from the office of City Clerk, 200 Forrest Street, 2nd Floor, Hattiesburg, Mississippi 39401; 601-545-4552. All proposals must be submitted in accordance with requirements set forth in the RFP and must be received in the City of Hattiesburg city Clerk's Office at 200 Forrest Street, Hattiesburg, Mississippi 39401 by or before 10:00 a.m. (CST) on Thursday, September 8, 2011. The City of Hattiesburg hereby notifies all proposers that in regard to any contract entered into pursuant to this RFP, advertisement or solicitation, disadvantage business enterprise will be afforded opportunity to submit proposals and no one will be subjected to discrimination on the basis of race, color, creed, religion, sex, disability, age or national origin in consideration for an award.

The City of Hattiesburg reserves the right to postpone, accept or reject any and all proposals.

PUBLISHED by Order of the Council on this, the 16th day of August 2011.

CITY OF HATTIESBURG,
MISSISSIPPI
(SEAL)
BY: Eddie R Myers/s/ City
Clerk

August 26 and September
2, 2011

02003739-01

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:

8/26/2011
9/2/2011

Size: 276 words / 1.00 col. x 74.00 lines
Published: 2 time(s)
Total: \$72.72

Signed *Ann Middleke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/2/2011.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200376378
Intersection Upgrades Bartur St.

**ADVERTISEMENT for
BIDS**

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, will receive sealed bids until 10:00 a.m. on Thursday, October 20, 2011, in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

**Intersection Upgrades at
Bartur Street and
Broadway Drive**

**CITY of 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 a non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

**Bid:
Intersection Upgrades at
Bartur Street and
Broadway Drive.**

**CITY OF HATTIESBURG,
MISSISSIPPI**

**BID OPENING TIME: 10:00
a.m.
DATE of BID OPENING:
October 20, 2011**

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code of 1972, annotated and amended, and other applicable state law; but the council reserves the right to reject any or all proposals received and to waive informalities.

**PUBLISHED by Order of
the Council on the 6th day
of September, A.D., 2011.**

CITY of HATTIESBURG

**BY: Eddie R Myers/s/
Eddie Myers, City Clerk**

**PUBLISH: September 16,
2011
September 23, 2011
0200376378-01**

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:

9/16/2011
9/23/2011

Size: 408 words / 1.00 col. x 101.00 lines
Published: 2 time(s)
Total: \$101.76

Signed *Ann Middleke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/23/2011.

Rick Tyler
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**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200373620
RFQ KIOSK

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/24/2011
8/24/2011
8/31/2011

Size: 277 words / 1.00 col. x 83.00 lines

Published: 2 time(s)

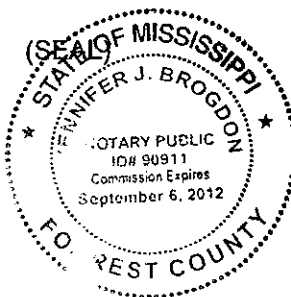
Total: \$65.94

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/31/2011.

Jennifer J. Brogdon
Notary Public

Aug. 31, 2011
Date



REQUEST FOR QUALIFICATIONS INFORMATIONAL KIOSK
HATTIESBURG INTRAMODAL FACILITY LEGAL NOTICE

Notice is hereby given that sealed Proposals will be received until the hour of 10:00 a.m. (CST), Thursday, September 8, 2011 at the City of Hattiesburg City Clerk's Office, 2nd Floor, 200 Forrest Street, Hattiesburg, Mississippi 39401 (mailing address: P.O. Box 1800, Hattiesburg, Mississippi 39403-1800) for the construction of an electronic Customer Service Information Kiosk. Copies of the Request for Proposals are available from the office of City Clerk, 200 Forrest Street, 2nd Floor, Hattiesburg, Mississippi 39401, 601-545-4000. All proposals must be submitted in accordance with requirements set forth in the RFP and must be received in the City of Hattiesburg City Clerk's Office at 200 Forrest Street, Hattiesburg, Mississippi 39401 by or before 10:00 a.m. (CST) on Thursday, September 8, 2011. The City of Hattiesburg hereby notifies all proposers that in regard to any contract entered into pursuant to an RFP, advertisement, solicitation, disadvantage business enterprise will be afforded opportunity to submit proposals and no one will be subjected to discrimination on the basis of race, color, or creed, religion, sex, disability, age or national origin in consideration for an award. The City of Hattiesburg reserves the right to postpone, accept or reject any and all proposals.

PUBLISHED by Order of the Council on this, the 16th day of August, 2011.

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: Eddie R. Myers, City Clerk

Published August 24, 2011 & August 31, 2011

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200373266
TERM BID PUBLIC SERVICES 3637

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

8/26/2011
8/26/2011
9/2/2011

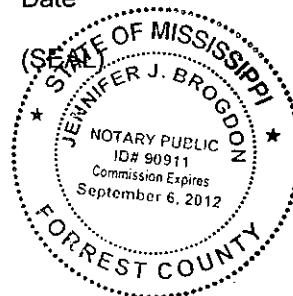
Size: 359 words / 1.00 col. x 72.00 lines
Published: 2 time(s)
Total: \$83.98

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
(Notary Public)

Sept. 2, 2011
Date



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, September 15, 2011, 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 City of Hattiesburg: Public Services, during the period beginning October 1, 2011 to-wit:

ITEM #36 ASPHALT
(HOT MIX) AND SAND
ITEM #37 HYDRAULIC
FLUID

The above shall be 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, (801) 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 16th day of August, 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/
MMC-CITY CLERK

(SEAL)

Printed: August 25, 2011 &
September 2, 2011

0200373266-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200373268
TERM BID FLEECE JACKET#17

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, September 15, 2011, 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 Fire Department during the period beginning October 1, 2011, and ending March 31, 2012, as follows:

ITEM #17A: FLEECE JACKETS

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1638, 200 Forrest Street, Hattiesburg, Mississippi 39403-1838, (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 bids are being received and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of the City of Hattiesburg, Mississippi Code of Ordinances, and other applicable State laws, but the Council reserves the right to reject any or all bids received and to award to whom it may determine.

PUBLISHED BY ORDER of the Council for this 16th day of August 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie B. Myers, Jr.
CITY CLERK, M.M.O.

(SEAL)

Published August 26, 2011,
September 2, 2011.

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

8/26/2011
8/26/2011
9/2/2011

Size: 338 words / 1.00 col. x 68.00 lines
Published: 2 time(s)
Total: \$79.36

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/26/2011

8/26/2011

9/2/2011

Size: 342 words / 1.00 col. x 70.00 lines

Published: 2 time(s)

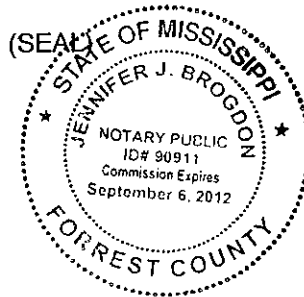
Total: \$80.24

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200373269
TERM BID WATER DEPT 1314

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, September 15, 2011, 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 October 1, 2011 to wit:
ITEM #13 SODIUM FLUOROSILICATE
ITEM #14 SODIUM FLUORIDE
The above shall be upon and delivered as per detailed specifications on file in the Office of the City Clerk, R.D. Box 1806, 200 Forrest Street, Hattiesburg, Mississippi 39403-1806, (601) 834-4552, 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 BIDDING. 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 informality.
PUBLISHED by Order of the Council on this 15th day of August, 2011.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie R. Myers, Jr.
CITY CLERK, MMC
(SEAL)
Published August 26, 2011, September 2, 2011
0200373269-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/31/2011

8/31/2011

9/7/2011

Size: 922 words / 1.00 col. x 233.00 lines

Published: 2 time(s)

Total: \$207.84

Signed [Signature]
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/7/2011.

Jennifer J. Brogdon

Notary Public

Sept. 7, 2011
Date

[illegible]

Eddie R Myers/s/
Eddie Myers, City Clerk
City of Hattiesburg,
Mississippi

Publish: August 31, 2011.
September 7, 2011.

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 432 words / 1.00 col. x 101.00 lines

Published: 1 time(s)

Total: \$56.84

Signed Crystal Hester
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Germey J. Brogdon
(Notary Public)

(Notary Public

Date Sept. 2, 2011

[illegible]

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374801
46 LONGINO ALFORD

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/2/2011
9/2/2011

Size: 675 words / 1.00 col. x 156.00 lines
Published: 1 time(s)
Total: \$86.00

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer Y. Brogdon
Notary Public
Sept. 2, 2011
Date



8B HATTIESBURG
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: Dorothy Alford, 46 Longino 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 §21-13(1) of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00 p.m. on Monday, September 19, 2011, 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 uncleanness 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 of 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 statute, to wit:

PARCEL: 1650-5575-1-240, 46 Longino Road, and better described as Part of Lots Five (5) Block 1, D. E. McNnis Subdivision of the East half (E 1/2) of SE 1/4, Section 22, Township 4 North, Range 13 West, in Forrest County, Mississippi, and more particularly described as follows, to wit: Beginning 150 feet West of the Northeast Corner of said Lot 5, thence run West 50 feet, thence run South 150 feet, thence run East 50 feet, thence run North 150 feet to the Point of Beginning, less all oil, gas and minerals as they have been reserved in a former conveyance to Forrest County, Mississippi. Less and except any existing road right of ways. Grantor does not assume any liability for unpaid taxes.

AND ALSO TO: Part of Lot Five (5) Block 1, D. E. McNnis Subdivision of the East half (E 1/2) of SE 1/4, Section 22, Township 4 North, Range 13 West, in Forrest County, Mississippi, and more particularly described as follows, to wit: Beginning 200 feet West of the Northeast Corner of said Lot 5, thence run South 150 feet to and for a point of beginning, thence run East 50 feet, thence run North 50 feet, thence run West 50 feet to the point of beginning, less all oil, gas and minerals as they have been reserved in a former conveyance to Forrest County, Mississippi. Less and except any existing road right of ways. Grantor does not assume any liability for unpaid taxes.

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374803
700 KATIE AVE REBUILD AMERICA

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 496 words / 1.00 col. x 116.00 lines

Published: 1 time(s)

Total: \$64.52

Signed Crystal Hester
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jenny W. Brozdon
Notary Public

Notary Public

Sept. 2, 2011
Date

Date _____



**NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS**

TO: Rebuild America, Inc.
840 Central Circle, Suite
2004, Altamonte Springs
FL 32714 College Invest-
ment, P.O. Box 177, Clin-
ch, MS 39001-0177, MS
Laneburg, 35 Lower Road
Hainesburg, MS 39401
Lee, Michael, P.O. Box 10
Stateville, MS 39362, Flor-
L O, 330 Canabake Boule-
vard, Hainesburg, MS

85000 Park Dr. Orlando, FL 32885-0378; Blaine McMahan, 4311 Park Ridge Purvis, MS 39475; 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 Code of Ordinances of the Mississippi Code of 1972, Chapter 10, and Article 10 of the Constitution of the State of Mississippi, the City Council of the City of Hattiesburg will hold a hearing at 4:00 p.m. of Monday, September 24, 1991, at the Council Chambers of the City Hall, Hattiesburg, Mississippi, to determine whether or not the herein described property is in such a state of deterioration that it is a detriment to the public health and safety and if it is determined you have a right to file an answer and to be heard at said hearing in person or otherwise and to cross-examine any party at such hearing. The City Council shall advocate the property in the event of condemnation for the health and safety of the community. The City of Hattiesburg shall, if the owner will not do himself, proceed to have the land leased pursuant to the aforesaid statute. The City of Hattiesburg may then advocate the property in the event of condemnation for the health and safety of the community. The City of Hattiesburg shall, if the owner will not do himself, proceed to have the land leased pursuant to the aforesaid statute. The City of Hattiesburg may then advocate the property in the event of condemnation for the health and safety of the community.

PARCEL 39-12-3-12-700
Gate Avenue, and better
described as Part of Lot
2, Block 3, of the 1st
HARLEGE SUBDIVISION
in Hattiesburg, Forrest
County, Mississippi, and
more particularly described
as follows: Commencing at
the SW Corner of Lot 5 of
Block 3, of the 1st H.E.
HARLEGE SUBDIVISION
of Hattiesburg, Forrest
County, Mississippi, as per
plat thereof on file in the
Chancery Clerk's Office of
Forrest County, Mississippi,
for a point of beginning;

degrees: 30° East along the West boundary of said tract to 91.00 feet; thence South 89 degrees: 30° East for 156.00 feet; thence North South 00 degrees: 30° West for 91.00 feet to the North right of way of Kane Avenue; thence North North 89 degrees: 30° West along said North right of way for 156.00 feet; back to the point of beginning said parcel containing 0.326 acres more or less; together with all improvements thereon and appurtenances thereunto belonging.

PUBLICATION: September 2, 2011

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374805
NEW ORLEANS ST STATE OF MS

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: State of Mississippi,
P.O. Box 136, Jackson, MS
39205-0136, George Meritt
Tax Co. Inc., P.O. Box
3520, Meridian, MS 39303,
Willie Mae Gould, (No
Known Address), Clemen-
tine Thigpen, (No Known
Address), and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 33-220-3-3, New
Orleans Street, and better
described as Lot 3, Block
23, of the I. H. FERGUSON
SUBDIVISION OF MAY-
FLOWER PARK SUBDIVI-
SION of the City of Hatties-
burg, County of Forrest,
State of Mississippi, as per
the map or plat thereof on
file in the office of the
Chancery Clerk of Forrest
County, Mississippi.

PUBLICATION: September
2, 2011
0200374805-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 358 words / 1.00 col. x 83.00 lines

Published: 1 time(s)

Total: \$47.96

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374806
721 LINCOLN ST WHEAT

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Annie Mae Hathorn &
Jerome Sullivan Lunzy,
Sr., 901 Southern Avenue,
Hattiesburg, MS 39401,
Yankee Investments, P.O.
Box 1669, Hattiesburg, MS
39403-1669, Merritt Tax
Service, P.O. Box 3520,
Meridian, MS 39303,
Unitfund CCR Partners, (No
Known Address), Internal
Revenue Service, 701 Main
Street Room 316, Hatties-
burg, MS 39401, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 38-908-1-4, 404
Williams Street, and better
described as A part of Lot 3
in Block 1 of the Maggie E.
Ward Survey or addition to
the City of Hattiesburg,
Forrest County, Mississippi,
as per the map or plat
thereof on file in the office
of the Chancery Clerk of
Forrest County, Mississippi,
and being more particularly
described as beginning at
the Northwest corner of
said Lot 3, and run thence
East 124 feet, run thence
South 69-1/3 feet, run
thence West 124 feet to
Williams Street, and run
thence North along Wil-
liams Street 68-1/3 feet
back to the point of begin-
ning; together with all im-
provements thereon and
appurtenances thereunto

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011
9/2/2011

Size: 401 words / 1.00 col. x 94.00 lines
Published: 1 time(s)
Total: \$53.12

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374808
620 DUKE AVE ROBERSON

**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: George Merritt Tax Co.
Inc., P.O. Box 3520,
Meridian, MS 39303, 1991
Tax Service, Inc. (No
Known Address), 1992 Tax
Service, Inc. (No Known
Address), State of
Mississippi, P.O. Box 136,
Jackson, MS 39205-0136,
Apogee Management Inc.,
P.O. Box 525, Petal, MS
39465, Yankee
Investments, P.O. Box
1669, Hattiesburg, MS
39403-1669, Francine
Johnson, 3702 Florinda
Street, Houston, TX 77021,
Ronald W. Roberson, 1427
North Main 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 19, 2011, 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 uncleanness 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, 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 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
statute, to wit:

PARCEL: 39-12-9-19B, 620
Duke Avenue, and better
described as the Beg intr N
in Duke & W in RR R/W W
158.8' to POB W 21'N
158.7' E 60' SE a/c RR 40'
S 21.2' W 60' S 100' to
POB Blk 11 JE Arledge
Sub Rec #8229 PPIN
#12954 Parcel #239-
001201119B.00 Section 15,
Township 4 North, Range
13 West Parcel/PPIN:
239001201119B00 Forrest
County, Mississippi.

PUBLICATION: September
2, 2011

0200374808-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 407 words / 1.00 col. x 98.00 lines

Published: 1 time(s)

Total: \$53.84

Signed Crystal Horton

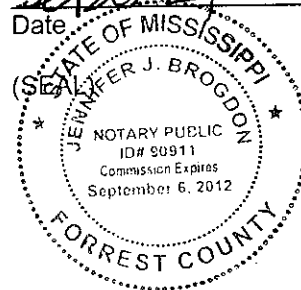
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374810
624 DUKE AVE REBUILD AMERICA

FRIDAY SEPTEME
NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Rebuild America, Inc.,
940 Centre Circle, Suite
2004, Altamonte Springs,
FL 32714, James Bryant,
23 Baggett Drive, Hatties-
burg, MS 39402, Grady
Monts, 120 39th Street,
Manhattan Beach, CA
90286, Lorenzo Peterson,
P.O. Box 15552, Atlanta,
GA 30333 and any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter describ-
ed 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 39-12-9-19A, 624
Duke Avenue, Receipt
#11100 Parcel # 2-038A-
15-212.00 PPIN# 12953
BEG. INTR. N. LN. DUKE
& W. LN.RR R/W W. 158.8
FT.N. 100 F.T.E. 60FT N.
21.2FT. SE 156.3 TO POB
BLK.11 J.E. ARLEDGE
SUBDIVISION PREVIOUS
H0012-09-019A

Less & Except

Commence at the intersec-
tion of the North line of
Duke Avenue with the West
ROW line of the B & HS
Railroad, and thence run
West along the North line of
Duke Avenue for 98.8 feet
to and for the Point of Be-
ginning, thence continue
West along the North line of
Duke Avenue for 60 feet,
thence run North for 100
feet, thence run East for 60
feet, thence run South for
100 feet to the Point of Be-
ginning the said described
property being a part of Lot
12, Block 11 of the J.E.
Arledge Survey in the City
of Hattiesburg, County of
Forrest, State of Mississip-
pi.

PUBLICATION: September
2, 2011

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011
9/2/2011

Size: 483 words / 1.00 col. x 110.00 lines
Published: 1 time(s)
Total: \$62.96

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374811
727 LONGSTREET DR NATHANIEL

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Frederick & Therah Na-
thaniel, P.O. Box 1074,
Laurel, MS 39441, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 20-498-1-19, 727
Longstreet Drive, and better
described as LOT 19
DB571 P209 6/86 PREV
#H0498-01-019 DB 759
PG 735 9/24/96 DB 780 PG
632 11/97 LONGSTREET
TERRACE Block 005, Sec-
tion 05, Township 04N,
Range 13W.

PUBLICATION: September
2, 2011

0200374811-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011
9/2/2011

Size: 319 words / 1.00 col. x 74.00 lines
Published: 1 time(s)
Total: \$43.28

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public
Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374814
305 UNETTA ST SEAMAN

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: John & Deana Sea-
man, (No Known Address),
and to any and all unknown
persons claiming any right,
title or interest in or to the
hereinafter described prop-
erty.

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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 35-640-5-7, 305
Unetta Street, and better
described as the SE 17 FT
OF SW 150FT LT 10 & NW
44 FT OF SW 150 FT LT
11 BLK 5 B557 P18 3-85
PREV #:H0640-05-007
Block 005, Section 10,
Township 04N, Range
13W.

PUBLICATION:
SEPTEMBER 2, 2011
0200374814-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011
9/2/2011

Size: 323 words / 1.00 col. x 74.00 lines
Published: 1 time(s)
Total: \$43.76

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public
Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374821
DAVIDSON PL SHELBY

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Vernon Shelby, 16117
Lathrop Avenue, Harvey, IL
60426, William S. Paige,
(No Known Address), and
to any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 167B-5760-7-
352, Davidson Place, and
better described as Lot 4,
Block 7 of the W. H.
Scruggs Subdivision (An-
nexed), a subdivision ac-
cording to the map or plat
thereof which is on file and
of record in the office of the
Chancery Clerk of Forrest
County at Hattiesburg, Mis-
sissippi and land further de-
scribed in Deed Book 491,
Page 94, reference to
which is here made in aid of
and as a part of this de-
scription;

ALSO;

Lots 5 and 6, Block 7 of the
W. H. Scruggs Subdivision
(Annexed), a subdivision
according to the map or plat
thereof which is on file and
of record in the office of the
Chancery Clerk of Forrest
County at Hattiesburg, Mis-
sissippi and land further de-
scribed in Deed Book 491,
Page 94, reference to
which is here made in aid of
and as a part of this de-
scription.

PUBLICATION:
SEPTEMBER 2, 2011
0200374821-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 448 words / 1.00 col. x 100.00 lines

Published: 1 time(s)

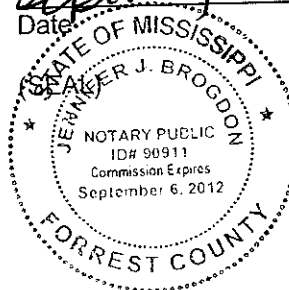
Total: \$58.76

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer Y. Brogdon
Notary Public

Sept. 2, 2011
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374824
DAVIDSON PL MCDONALD

**NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS**

TO: Annie Bell McDonald,
417 Railroad Street, Mon-
roe, MI 48161, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 167B-6760-6-
335, Davidson Place, and
better described as Lots 17
and 18 in Block 6 of the W.
H. Scruggs Survey accord-
ing to map or plat thereof
on file in the office of the
Chancery Clerk of Forrest
County, Mississippi.

PUBLICATION:
SEPTEMBER 2, 2011
0200374824-07

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 322 words / 1.00 col. x 73.00 lines

Published: 1 time(s)

Total: \$43.64

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374825
RUBY AVE MANAWAY

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Robert L. Manaway
Sr., P.O. Box 28248, Seat-
tle, WA 98118, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
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cleanliness 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 prop-
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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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 39-92-19-8, Ruby
Avenue, and better descri-
bed as LT & BLK 19 PREV
#:H0092-19-008 Block 019,
Section 15, Township 04N,
Range 13W.

PUBLICATION: September
2, 2011

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 305 words / 1.00 col. x 70.00 lines

Published: 1 time(s)

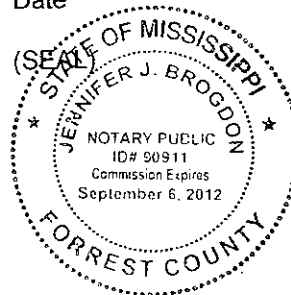
Total: \$41.60

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374826
NEW ORLEANS ST STATE OF MS

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: State of Mississippi,
P.O. Box 136, Jackson, MS
39205-0136, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
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cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 33-220-3-2, New
Orleans Street, and better
described as the N 1/2 LT 2
BLK 23 PREV #: H0220-
03-002 TAX DEED 663/309
12/91 Block 023, Section
03, Township 04N, Range
13W.

PUBLICATION: September
2, 2011

0200374826-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 313 words / 1.00 col. x 72.00 lines

Published: 1 time(s)

Total: \$42.56

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374829
723 WALNUT STREET WILSON

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Willie James Wilson,
4704 11th Place, Meridian,
MS 39305, and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 39-844-1-1, 723
Walnut Street, and better
described as 1-2-3 LESS
75 X 75FT IN SW COR
BLK 92 PREV #:H0844-01-
001 B664 P042 12/11/91
Block 092, Section 15,
Township 04N, Range
13W.

PUBLICATION: September
2, 2011

0200374829-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 314 words / 1.00 col. x 73.00 lines

Published: 1 time(s)

Total: \$42.68

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer Y. Brogdon
Notary Public

Sept. 2, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200374831
101 ASHFORD ST WILLIE SMITH

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN 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 Coun-
ty Board of Supervisors,
614 Main Street, Hatties-
burg, MS 39401, Hatties-
burg Public School District,
301 Mamie Street, Hatties-
burg, MS 39401, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after 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, Sep-
tember 19, 2011, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness 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 prop-
erty 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 pur-
suant to the aforesaid statu-
te. The City of Hattiesburg
may then adjudicate the

costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 31-628-4-3, 101
Ashford Street (J.C.
Killingsworth), and better
described as The North-
west 125 feet of Lot 4 Less
beginning 75 feet North-
west of the Southeast cor-
ner Lot Northeast 75 feet
Northwest 125 feet South-
west 75 feet Southeast 12
feet to beginning Block CK
5 in the D. D. McINNIS
Third Addition to the City of
Hattiesburg, Forrest Coun-
ty, Mississippi.

PUBLICATION: September
2, 2011
-0200374831-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/2/2011

9/2/2011

Size: 378 words / 1.00 col. x 87.00 lines

Published: 1 time(s)

Total: \$50.36

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/2/2011.

Jennifer J. Brogdon
Notary Public

Sept. 2, 2011
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200375382

RESOLUTION			
WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and			
WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;			
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG:			
Section 1. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Construction Other Services & Charges Unappropriated Fund Balance:			
ORIGINAL BALANCE \$ -0-	CUMULATIVE AMENDMENTS \$175,800	AMENDS BUDGET \$175,800	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED To establish budget for engineering services for various projects
Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.			
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Naylor, seconded by Councilperson Ware, and was adopted by the following, to wit:			
YEAS: Bradley Ware Naylor	NAYS:	ABSENT: Delgado Carroll	
The President thereby declared the motion carried and the Resolution adopted, this the 16th day of August, 2011.			
(S E A L)			
ATTEST: Debra K Bernardo/s/ CLERK OF COUNCIL		ADOPTED: Kim Bradley/s/ PRESIDENT	
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day August, 2011.			
ATTEST: Eddie R Myers/s/ CITY CLERK		APPROVED: Johnny L DuPre/s/ MAYOR	
Publish: 9/3/2011			
HA-0200375382			

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/3/2011

Size: 6 words / 3.00 col. x 1.00 lines

Published: 1 time(s)

Total: \$132.60

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/3/2011.

Jennifer J. Brogdon
(Notary Public)

Sept. 3, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/3/2011
9/3/2011
9/10/2011

Size: 397 words / 1.00 col. x 99.00 lines

Published: 2 time(s)

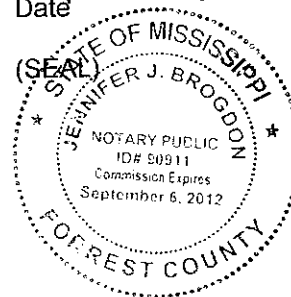
Total: \$92.34

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/10/2011.

Jennifer J. Brogdon
Notary Public

Sept. 10, 2011
Date



PASTE PROOF HERE

H12998
CITY OF HATTIESBURG,
0200375384
SLUDGE LEGAL NOTICE

AMERICAN 7B
LEGAL NOTICE

REQUEST FOR
PROPOSALS FOR
CITY OF HATTIESBURG,
MISSISSIPPI
SOUTH SEWAGE
LAGOON SLUDGE
REMOVAL AND
DISPOSAL

The City of Hattiesburg will be accepting proposals for dredging and disposal of sludge from cells 3B and 3C, and a portion of cells 3D and 1 at the South Sewage Lagoon. The South Sewage Lagoon is located at 1903 East Hardy Street, Hattiesburg, Mississippi. Interested, licensed, and qualified contractors shall submit sealed proposals in the format specified in the Request for Proposals no later than 10:00 A.M. local time (CST) MONDAY OCTOBER 3, 2011, at which time sealed proposals will be publicly opened and read aloud.

The above proposal shall be prepared and delivered as per specifications listed herein. Each proposal MUST be received in a sealed envelope which is marked in the lower left-hand corner with the word "PROPOSAL" and the PROPOSAL NAME on which proposal is made and the DATE OF PROPOSAL OPENING.

PROPOSAL NAME: South Sewage Lagoon Sludge Removal

Submitter's name and license number must be placed on the envelope containing the proposal; otherwise the proposal will not be opened. All proposals must be accompanied by a proposal bond equal to five percent of the amount of the proposal.

The City of Hattiesburg will not discriminate in the purchase of all goods and services on the basis of race, color, creed, sex, handicap or national origin. Verbal proposals or proposals received after the closing date will not be accepted. 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 as Amended, and other applicable State law; but The City of Hattiesburg reserves the right to reject any and all proposals received and to waive technicalities or informalities.

PUBLISHED by Order of the Council on the 22nd day of March, 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
Eddie R. Myers, City Clerk

(SEAL)

Publish: September 3rd &
10th, 2011

0200375384-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/10/2011

9/10/2011

9/10/2011

Size: 172 words / 1.00 col. x 51.00 lines

Published: 1 time(s)

Total: \$25.89

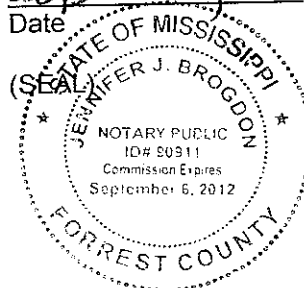
Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/10/2011.

Notary Public

Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200375653
TECHPOLICY

PUBLIC NOTICE

The Hattiesburg-Petal-
Forrest-Lamar Metropoli-
tan Planning Organiza-
tion Technical Committee
will meet in session as
follows:

Hattiesburg Intermodal
Train Depot
308 Newman St
Hattiesburg, MS 39401
Wednesday,
September 14, 2011
1:30 p.m.

Copies of the tentative
agenda may be picked
up at the City of Hatties-
burg City Clerk's Office
located on the 2nd floor
of City Hall, 200 Forrest
Street, Hattiesburg or at
the Hattiesburg
Intermodal Facility (Train
Depot) located at 308
Newman St. This public
notice will serve to fulfill
the public participation
requirements under FTA
Section 5307 Program
Projects for the City of
Hattiesburg's Hub City
Transit (HCT) system.

The Hattiesburg-Petal-
Forrest-Lamar Metropoli-
tan Planning Organiza-
tion adheres to the Amer-
icans with Disabilities Act
will make reasonable
modification for access to
its meetings upon re-
quest. Please contact
Cheryl 601-545-4870 to
make arrangements for
transportation.

Publish: September 10,
2011

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200375965
2012 ACTION PLAN

NOTICE OF PUBLIC
HEARING FOR THE 2012
ACTION PLAN
FOR HOUSING AND
COMMUNITY
DEVELOPMENT BLOCK
GRANT (CDBG & HOME)
PROGRAMS AND
APPLICABLE
INFORMATION
ATTENTION: ALL
HATTIESBURG,
MISSISSIPPI
RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2012 or soon thereafter. These funds are estimated to total approximately \$800,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons of low and moderate-income.

A Public Hearing is scheduled for September 22, 2011 at 5:30 p.m. in the Community Room of the Train Depot at 308 Newman Street for the purpose of receiving comments on the proposed 2012 Action Plan.

The Draft 2012 Action Plan on housing and community development needs will be available for review after September 22, 2011, between the hours of 8 a.m. and 5 p.m., Monday through Friday, at the following locations, and issued at the public hearing on the same date:

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

C.E. Roy Community
Center
300 East 5th St.
Hattiesburg, MS 39401

Forrest County Court
House
641 Main St.
Hattiesburg, MS 39401

The City expects to receive a CDBG entitlement grant of approximately \$500,000. The City proposes to budget these funds for the following activities: Program Administration (\$100,000); Public Services (\$50,000); Demolition of Substandard Structures (\$50,000); and Housing Repair or Rehabilitation (\$300,000).

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/10/2011

9/10/2011

9/17/2011

Size: 579 words / 1.00 col. x 164.00 lines

Published: 2 time(s)

Total: \$132.38

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/17/2011.

Notary Public

Sept. 17, 2011
Date



The City expects to receive a HOME entitlement grant of approximately \$300,000. The City proposes to budget these funds for the following activities: HOME Administration (\$30,000); Community Housing Development Organization Set-aside (\$45,000); and Housing Rehabilitation (\$225,000).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for September 22, 2011, at 5:30 p.m., at the Community Room of the Train Depot at 308 Newman Street. Written comments will be accepted in the Department of Federal & State Programs through Monday, October 24, 2011. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Federal and State Programs, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG,
MISSISSIPPI

BY:
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: Saturday,
September 10, 2011;
Saturday September 17,
2011

0200375965-01

Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
0200376037

expenditures within the City will exceed the original budget
appropriation, and in accordance with Section 21-35-25 of the Mississippi
Code:

Section: Supplies Unappropriated Fund Balance:
DELETED
GET
1,456
DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
To adjust budget for fuel costs and
supplies for patrol cars

Section: Services Supplies Unappropriated Fund Balance:
DELETED
GET
17,640
DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
To increase budget for fuel costs

Section: Fund Supplies Unappropriated Fund Balance:
DELETED
GET
4,907
DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
To increase budget for fuel costs and
repair parts

Section: Operation & Maintenance Fund Capital Outlay Unappropriated Fund
Balance:
DELETED
GET
19,700
DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
To adjust budget for purchase of
equipment

Section: Bridge Fund Other Services & Charges Unappropriated Fund
Balance:
DELETED
GET
173,159
DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
To increase budget for engineering,
legal, and consultant services

Section: General Obligation Bond Fund Other Services & Charges Unappropriated
Fund:
DELETED
GET
55,000
DESCRIPTION OF ITEMS
NOT PREVIOUSLY
LISTED
To adjust budget for professional
services for meter testing and repair

Section: and after passage, but nevertheless to be published according to law.
The at Carroll, seconded by Councilperson Naylor, and was adopted by the
following

NAYS:

The Pr 1.
(S E A)

ADOPTED:

Kim Bradley/s/
PRESIDENT

The abast, 2011.

APPROVED:

Johnny L DuPree/s/
MAYOR

Publish

HA-0200376037

PERSONALLY appeared before me, the
designated notary public in and for Forrest
County, Mississippi,

Crystal Horton

authorized clerk of the HATTIESBURG
AMERICAN, a daily newspaper published in the
City of Hattiesburg, Forrest County, Mississippi
being duly sworn, states that the notice, a true
copy of which is hereto attached, appeared in the
pages of said newspaper as follows:

Date of Publication:

September 10, 2011

10X8.00"

1

\$248.76

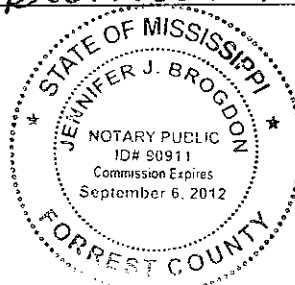
Crystal Horton
Designated Clerk

Hattiesburg American

Jennifer J. Brogdon
Notary Public

and subscribed before me on

September 10, 2011



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/16/2011

9/16/2011

9/23/2011

Size: 413 words / 1.00 col. x 99.00 lines

Published: 2 time(s)

Total: \$95.86

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/23/2011.

Notary Public

Date



PASTE PROOF HERE

H12998

CITY OF HBURG,

0200376039

NTB-INTERSECTION UPGRADES
ADVERTISEMENT for
BIDS

NOTICE is hereby given
that the City Clerk of the
City of Hattiesburg, will re-
ceive sealed bids until
10:00 a.m. on Thursday,
October 20, 2011, in the
City Clerk's office at the
City Hall of said city for fur-
nishing the city's require-
ment for the following:

Intersection Upgrades at
Bartur Street and Broad-
way Drive

CITY of HATTIESBURG,
MISSISSIPPI

Plans, specifications and
proposal forms may be ob-
tained from Shows,
Dearman & Waits, Inc., P.
O. Box 1711, 301 Second
Avenue, Hattiesburg, Mis-
sissippi, 39403, upon a
non-refundable deposit of
\$100.00. All bids must be
accompanied by a bid se-
curity equal to five percent
(5%) of the amount of the
bid in the form of a certified
check, cashiers check, or a
bid bond written by a com-
pany properly licensed in
Mississippi.

The successful bidder will
be required to furnish a
contract bond written by a
company licensed in Mis-
sissippi. The bond will be
in the amount equal to One
Hundred Percent (100%) of
the contract amount.

Each bid must be received
in a sealed envelope which
is marked in the lower left-
hand corner EXACTLY as
follows:

Bid:
Intersection Upgrades at
Bartur Street and Broad-
way Drive.

CITY OF HATTIESBURG,
MISSISSIPPI

BID OPENING TIME:

10:00 a.m.

DATE of BID OPENING:
October 20, 2011

No bid may be withdrawn
for a period of sixty (60)
days. The owner reserves
the right to reject any or all
bids received and to waive
informalities.

The lowest and best pro-
posal received will be ac-
cepted, subject to the provi-
sions of Section 31-7-14 of
the Mississippi Code of
1972, annotated and
amended, and other appli-
cable 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 6th day
of September, A.D., 2011.

CITY of HATTIESBURG

BY: Eddie R Myers/s/
Eddie Myers, City Clerk

PUBLISH: September 16,
2011 September 23, 2011

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

0822856150

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200376547
NOTICE OF INTENT TO RELEASE FUNDS

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/16/2011
9/16/2011

Size: 634 words / 1.00 col. x 166.00 lines
Published: 1 time(s)
Total: \$81.08

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/16/2011.

Jenny J. Brogdon
Notary Public

Sept. 16, 2011
Date



NOTICE OF INTENT TO
REQUEST RELEASE OF
FUNDS

September 16, 2011 City of
Hattiesburg, Department of
Federal & State Programs
P.O. Box 1898 Hattiesburg,
Mississippi 39403-1898
(601) 554-1006
On or about September 26,
2011, the end of the
comment period, the City of
Hattiesburg, Department of
Federal & State Programs,
will submit a request to the
U.S. Department of
Housing and Urban
Development Mississippi
State Office for the release
of Community Development
Block Grant Funds Under
Title I of the Housing and
Community Development
Act of 1974, as amended to
undertake the following
projects known as:

HOUSING ASBESTOS
ABATEMENT &
DEMOLITION
808 West 5th Street
908 Gulfport Street
103 Independence
Avenue

HOUSING DEMOLITION
200/202 Old Airport Road
221 Fredna Avenue
725 Memphis Street
549 Perry Street

The activities proposed are
categorically excluded
under HUD regulations at
24 CFR Part 58 from
National Environmental
Policy Act requirements. An
Environmental Review
Record (ERR) that
documents the
environmental
determinations for these
projects is on file at the City
of Hattiesburg, Department
of Federal & State
Programs 200 Forrest
Street Hattiesburg, MS
39401 the office hours are
8:00 A.M. to 5:00 P.M.

PUBLIC COMMENTS
Any individual, group, or
agency may submit written
comments on the ERR to
the City of Hattiesburg,
Department of Federal &
State Programs, Attention:
Franklyn L. Tate, P.O. Box
1898 Hattiesburg,
Mississippi 39403-1898. All
comments received by 5:00
P.M. on September 26,
2011, will be considered by
the City of Hattiesburg,
Department of Federal &
State Programs, prior to
authorizing submission of a
request for release of
funds.

ENVIRONMENTAL
CERTIFICATIONS

The City of Hattiesburg,
Department of Federal &
State Programs, certifies to
HUD/Mississippi State
Office that Johnny L.
DuPree, in his capacity as
Mayor of the City of
Hattiesburg, consents to
accept the jurisdiction of the
Federal Courts if an action
is brought to enforce
responsibilities in relation to
the environmental review
process and that these
responsibilities have been
waived. HUD/Mississippi

responsibilities under
NEPA and related laws and
authorities, and allows the
City of Hattiesburg to use
Program funds.

OBJECTIONS TO
RELEASE OF FUNDS

HUD/Mississippi State
office will accept objections
to its release of funds and
the Responsible Entity's
certification for a period of
fifteen days following the
anticipated submission date
or its actual receipt of the
request (whichever is later),
only if they are on one of
the following bases: (a) the
certification was not
executed by the Certifying
Officer of the City of
Hattiesburg; (b) the City of
Hattiesburg has omitted a
step or failed to make a
decision or finding required
by HUD regulations at 24
CFR Part 58; (c) the grant
recipient or other
participants in the project
have committed funds or
incurred costs not
authorized by 24 CFR Part
58 before approval of a
release of funds by HUD; or
(d) another Federal agency
acting pursuant to 40 CFR
Part 1504 has submitted a
written finding that the
project is unsatisfactory
from the standpoint of
environmental quality.
Objections must be
prepared and submitted in
accordance with the
required procedures (24
CFR Part 58), and shall be
addressed to HUD, at 100
West Capitol Street, Dr. A.
H. McCoy Federal Building,
Room 910, Jackson,
Mississippi 39269-1096.
Potential objectors should
contact HUD to verify the
actual last day of the
objection period.

Johnny L. DuPree, Mayor
City of Hattiesburg

Franklyn L. Tate, Director
Department of Federal &
State Programs

Published September 16,
2011

0200376547-03

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/16/2011
9/16/2011
9/16/2011

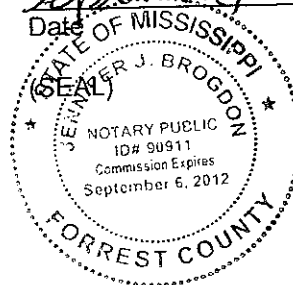
Size: 384 words / 1.00 col. x 91.00 lines
Published: 1 time(s)
Total: \$51.33

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/16/2011.

Jennifer J. Brogdon
Notary Public

Sept. 16, 2011
Date



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Charles Bourland, on behalf of William Carey University, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "Public or private school offering general courses" in a R-1C (Single-Family Residential) District, for certain property located at 513 Tuscan Avenue (Parcel # 4-88-18-12, PPIN 13655, Ward 5), said property being more particularly described as follows, to-wit:

The South Half (S 1/2) 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 on 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 the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, October 5, 2011, in the Jackie Dale Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 12th day of September, A.D., 2011.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers
/s/
CITY CLERK

(SEAL)

Publish: September 16,
2011

0200376709-01

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200376709
CHARLES BOURLAND WILLIAM CAREY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200376711
ERIC LANG MARC JAFFE

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Eric Lang, P.E. on behalf of Marc Jaffe, Southern Recycling, LLC, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a 'Junk Yard' in an I-1 (Light Industrial) District, for certain property located at 101 Mixon Street (Parcel # 19-572-1-4, PPIN 20719, Ward 2), said property being more particularly described as follows, to-wit:

ALL OF LOTS 9, 10 & 11 AND THE EAST 11.10 FEET OF LOT 1 OF BLOCK 1 OF THE SUBDIVISION OR ADDITION TO THE CITY OF HATTIESBURG AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

A PUBLIC HEARING in relation to the above description

will be held at 1:00 p.m., Wednesday, October 5, 2011, in the Jackie Dale Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 12th day of September, A.D., 2011.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers
/s/
CITY CLERK

(SEAL)

Publish: September 16,
2011

0200376711-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/16/2011

9/16/2011

9/16/2011

Size: 266 words / 1.00 col. x 67.00 lines

Published: 1 time(s)

Total: \$34.92

Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 9/16/2011.

Jennifer J. Brogdon

Notary Public

Sept. 16, 2011

Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PUBLIC HEARING

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200376712
GLENN NEES DAVID OTT

NOTICE is hereby given that a petition has been filed and represented by Glenn Nees, on behalf of David Ott, BNO, LLC, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to vary from:

1. Article 4, Section 52.04(2A) which states that on interior lots there shall be a side yard setback on each side of a building having a width of not less than ten (10) feet and instead allow one (1) foot for a variance of nine (9) feet for the attached garage;
2. Article 4, Section 52.04(3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow five (5) feet for a variance of twenty (20) feet for the attached garage; and
3. Article 4, Section 52.04(3) which states that a rear yard setback shall be a minimum of twenty-five (25) feet and instead allow twelve (12) feet for a variance of thirteen (13) feet for an addition to the residential structure.
for a certain property located at 105 South 22nd Avenue (Parcel #22-324-2-14, PIN 18473, Ward 4), said property being more particularly described as follows, to-wit:

Parcel 1: The North twenty (20) feet of Lot Twenty-one (21) and all of Lot Twenty-two (22) and the South Twenty-two (22) feet of Lot Twenty-three (23), in Block Two (2) of the Hattiesburg Heights Fourth Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:
Parcel 2: The North 11.69 feet of Lot 19, all of Lot 20 and the South 30 feet of Lot 21, Block 2, of the Hattiesburg Heights Fourth Addition, Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, October 5, 2011, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 12th day of September, A.D., 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers

CITY CLERK

(SEAL)

Publish: September 16,
2011

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/16/2011

9/16/2011

9/16/2011

Size: 466 words / 1.00 col. x 112.00 lines

Published: 1 time(s)

Total: \$61.17

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/16/2011.

Jennifer J. Brogdon
Notary Public

Sept. 16, 2011
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998

CITY OF HBURG,

0200376713

MONTY BOUNDS 19TH AVE CHURCH

PUBLIC HEARING

NOTICE is hereby given
that a petition has been
filed by Monty Bounds,
Pastor, on behalf of North
19th Avenue Baptist
Church, with the Mayor and
Council of the City of Hat-
tiesburg, Mississippi, to
vary from:

1. Article 5, Sections
95.07(3A)(b) which states
that the message area shall
not exceed two (2) square
feet in area and instead al-
low fifty seven point five
(57.5) square feet for a var-
iance of fifty five point five
(55.5) square feet,
2. Article 5, Section
95.07(3A)(c) which states
that the height shall not ex-
ceed ten (10) feet and in-
stead allow twenty (20) feet
for a variance of ten (10)
feet,

3. Article 5, Section
95.11(4) (A) which states
that internally illuminated
signs are not permissible in
R-1A zoning district and in-
stead allow internally illu-
minated sign in R-1A zoning
district
for a certain property locat-
ed at 501 North 19th Ave-
nue (Parcel 20-1008-47,
PPIN 26099, Ward 4), said
property being more partic-
ularly described as follows,
to-wit:

After hearing, the Hatties-
burg Planning Commission

recommend that the petition
be DENIED, and Monty
Bounds, being aggrieved
with the recommendation,
filed a request for hearing
before the Mayor and City
Council of the City of Hat-
tiesburg, as provided by
law.

NOW, THEREFORE, NO-
TICE IS GIVEN that a pub-
lic hearing in relation to the
petition as hereinabove set
forth will be held at 4 P.M.,
Monday, October 17, 2011
in the Train Depot Com-
munity Room, 308 Newman
Street, Hattiesburg, Missis-
sippi, at which time and at
which said hearing all par-
ties of interest and citizens
shall have an opportunity to
be heard.

WITNESS my signature
and the official seal of said
City on this, the 20th day of
September, A.D., 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers

/s/
CITY CLERK

(SEAL)

Publish: September 30,
2011

0200376713-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/16/2011

9/16/2011

9/16/2011

Size: 312 words / 1.00 col. x 81.00 lines

Published: 1 time(s)

Total: \$42.69

Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 9/16/2011.

Jennifer J. Brogdon
Notary Public

Sept. 16, 2011
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200376715
NAHN NGUYEN

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Nahn Nguyen, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain property located at 407 & 409 Martin Luther King Avenue (Parcel # 30-488-1-8A & B, PPIN 31882 & 31883, Ward 5) from R-1B (Single-Family Residential) to B-2 (Neighborhood Business District), said property being more particularly described as follows, to-wit:

407 Martin Luther King Ave: A part of Lots 6, 9, 10, 11 and a part of vacated alley Block 38 of the Louis Leiten Subdivision of Block 38 of the D. D. McInnis Third Survey, Hattiesburg, Forrest County, Mississippi, and more particularly described as commencing at the Southernmost corner of Lot 7 of the above said Block 38; thence North and along the West margin of Martin Luther King Blvd. (Royal Street) 279.4 feet, more or less to the P.O.B.; thence continue North and along the West margin of Martin Luther King Blvd. (Royal Street) 53. feet more or less; thence N 89°42' W 98.69 feet more or less to the P.O.B.

Together with all my right, title and interest in and to a parking easement more particularly described as follows, to wit:

Beginning at Southeast corner of the above described area; thence North 53.3 feet, more or less; thence N 89°42' W 58 feet, more or less; thence S 00°54' W 53.3 feet more or less; thence S 89°42' E 58.5 feet, more or less to the P.O.B. of said easement.

409 Martin Luther King Ave: A part of Lots 6, 9, 10, 11 and a part of vacated alley Block 38 of the Louis Leiten Subdivision of Block 38 of the D. D. McInnis Third Survey, Hattiesburg, Forrest County, Mississippi, and more particularly described as commencing at the Southernmost corner of Lot 7 of the above said Block 38; thence North and along the West margin of Martin Luther King Blvd. (Royal Street) 247.4 feet to the point of beginning; thence North 89 degrees 42 minutes west 98.69 feet; thence South 32 feet; thence south 89 degrees 42 minutes East 98.69 feet to the Point of beginning.

After hearing, the Hattiesburg Planning Commission recommend that the petition be DENIED, and Nahn Nguyen, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/16/2011

9/16/2011

9/16/2011

Size: 557 words / 1.00 col. x 130.00 lines

Published: 1 time(s)

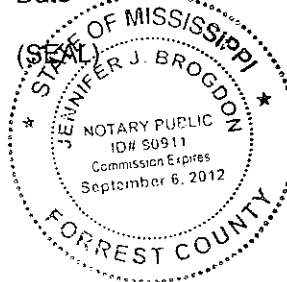
Total: \$72.09

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/16/2011.

Jennifer J. Brogdon
Notary Public

Sept. 16, 2011
Date



NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4 P.M., Monday, September 19, 2011 in the Train Depot Community Room, 308 Newman Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard. WITNESS my signature and the official seal of said City on this, the 20th day of September, A.D., 2011.
CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers
CITY CLERK

(SEAL)

Publish: September 30,
2011

0200376715-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200376931
ORDINANCE 3073

ORDINANCE NUMBER
3073 OF THE
CITY OF HATTIESBURG,
MISSISSIPPI
AN ORDINANCE
CLOSING AND
VACATING A PORTION
OF NORTH 31ST AVENUE
LOCATED BETWEEN
PEARL STREET AND
MONTAGUE
BOULEVARD, AND AN
EAST/WEST ALLEY
RUNNING OFF OF NORTH
31ST AT THE ENTRANCE
TO EXISTING SERVICE
ACCESS TO JOSEPH
GREEN BUILDING,
RETAINING UTILITY
EASEMENTS,
IN THE CITY OF
HATTIESBURG,
MISSISSIPPI

WHEREAS, a portion of North 31st Avenue located between Pearl Street and Montague Boulevard, and an East/West alley running off of North 31st at the entrance to existing service access to Joseph A. Green building, is located in the City of Hattiesburg, Forrest County, Mississippi; and WHEREAS, all of the owners of property adjacent to this portion of property have consented to the closing and vacating of the portion of North 31st Avenue located between Pearl Street and Montague Boulevard, and an East/West alley running off of North 31st at the entrance to existing service access to Joseph A. Green building, subject to the waiting period of thirty (30) days from the date of publication of this ordinance; and WHEREAS, the Mayor and City Council do now find, determine and adjudicate that it would be in the best interest of the City of Hattiesburg, to close and vacate A of North 31st Avenue located between Pearl Street and Montague Boulevard, and an East/West alley running off of North 31st at the entrance to existing service access to Joseph A. Green building, retaining utility easements. NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That a portion of North 31st Avenue located between Pearl Street and Montague Boulevard, and an East/West alley running off of North 31st at the entrance to existing service access to Joseph A. Green building, is located in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows: Request to vacate but retain a sanitary sewer and water easement for maintenance on that portion of North 31st Avenue lying between the South Right-of-Way of Montague Street and the North Right-of-Way of Pearl Street between Blocks 19 and 18 of the Pinecrest First Subdivision located in the Southwest Quarter of the Northeast Quarter of Section 7, Town-

ship 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi. The above herein described contains 0.67 acres, more or less.

And also request to vacate the West 145.7 feet of the East West platted alley in Block 18 of said Pinecrest First Subdivision adjoined on the North by Lots 4, 5 and 6 also adjoined on the South by Lot 7 of said Block 18. The above herein described contains 0.07 acres, more or less.

is now closed and vacated.

SECTION 2. That the City of Hattiesburg Fire Prevention, Bellsouth, Mississippi Power Company, Comcast and Wilmut Gas and Oil Company do hereby retain certain utility easements on that portion of North 31st Avenue located between Pearl Street and Montague Boulevard, and an East/West alley running off of North 31st at the entrance to existing service access to Joseph A. Green building, retaining easements, as closed and vacated, by this Ordinance.

SECTION 3. That the Engineering Department of the City of Hattiesburg shall, on the effective date of this Ordinance, proceed to make all necessary changes on City records and maps identifying a portion of North 31st Avenue located between Pearl Street and Montague Boulevard, and an East/West alley running off of North 31st at the entrance to existing service access to Joseph A. Green building, as closed and vacated, by this Ordinance.

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

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

YEAS:
Bradley
Ware
Naylor
NAYS:
ABSENT:
Delgado
Carroll

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of August A.D., 2011.

(S E A L)

ATTEST:
Debra K Bernardo/s/
CLERK OF COUNCIL

ADOPTED:
Kim Bradley/s/
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of August A.D., 2011.

ATTEST:

Eddie R Myers/s/
CITY CLERK

Johnny L. DuPre/s/
MAYOR

Publish: September 18,
2011

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/18/2011

9/18/2011

9/18/2011

Size: 890 words / 1.00 col. x 219.00 lines

Published: 1 time(s)

Total: \$112.05

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/18/2011.

Jenny J. Brogdon
Notary Public

Sept. 18, 2011
Date



H12998
PASTE PROOF HERE
BUDGET AMENDMENT

Proof of Publication
The State of Mississippi
Forrest County

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

Crystal Horton

An authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date of Publication:

September 23, 2011

Size: 5X4
Issues: 1
Total: \$84.72

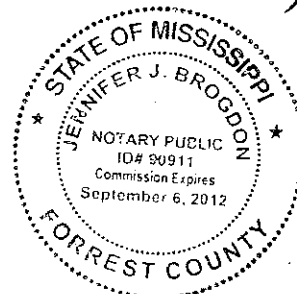
Signed:

Crystal Horton
Authorized Clerk
Of the Hattiesburg American

Jennifer J. Brogdon
Notary Public

Sworn to and subscribed before me on

September 23, 2011



BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
135	To purchase public safety software and complete building renovations

and after passage, but nevertheless to be published according to law, seconded by Councilperson Naylor, and was adopted by the

ABSENT:
Delgado

Publish: 9/23/2011



City of Hattiesburg, MS

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

Master

File Number: 2011-0165

File ID: 2011-0165

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 10/11/2011

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 201-6/148

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

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Manual Check Documentation

Enactment Number:

Contact:

Meeting Date:

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
2	1		Franklyn Tate	Escalated	10/17/2011
2	2		Eddie Myers	Escalated	10/17/2011
2	3	10/13/2011	Debbie Bernardo	Approve	10/14/2011
2	4		Marilyn Schwandt - FYI	Notified - FYI	
2	5		Kermas Eaton - FYI	Notified - FYI	
2	6		Debbie Bernardo - FYI	Notified - FYI	
2	7		Connie Everett - FYI	Notified - FYI	
2	8		Verlina Underwood - FYI	Notified - FYI	
2	9		Michael Pope - FYI	Notified - FYI	
2	10	10/13/2011	Eddie Myers	Approve	10/17/2011

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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2	City Council	10/18/2011	Approved on the Routine Agenda	Pass
Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote				
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor				
TEL-No Vote: 0				

Text of Legislative File 2011-0165

Title

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

Summary

HOME Manual Checks

Budget Information

HOME Entitlement

Expenditure Type

Purchasing Item

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 11, 2011

The following request for payment is being submitted for approval during the City Council's October 18, 2011 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Lockhart Construction
Activity: Rehabilitation
Program: HOME
Project Site: 314 E Scooba St.
Amount Requested: \$16,500.00
Purpose of Request: Draw #2
Work Provided by: Lockhart Construction

Recipient: Norris Construction Co.
Activity: Reconstruction
Program: HOME
Project Site: 1104 Cherry St.
Amount Requested: \$28,988.10 (\$24,300 Salvation Army Grant,
\$4,688.10 from HOME)
Purpose of Request: Draw #1
Work Provided by: Norris Construction

Recipient: Greer Law Firm
Activity: Acquisition/Rehab for Homebuyer
Program: HOME
Project Site: 10 Annie Christie
Amount Requested: \$45,000.00 (not to exceed)
Purpose of Request: Purchase house at 10 Annie Christie from
Hattiesburg Area Habitat for Humanity for use in
the City's CDBG/HOME Housing Program

Recipient: Greer Law Firm
Activity: Acquisition/Rehab for Homebuyer
Program: HOME
Project Site: 16 Collins
Amount Requested: \$45,000.00 (not to exceed)
Purpose of Request: Purchase house at 16 Collins from Hattiesburg Area
Habitat for Humanity for use in the City's
CDBG/HOME Housing Program

Recipient: Margaret Maury

Activity: Rehabilitation

Program: HOME

Project Site: 314 East Scooba St.

Amount Requested: \$650.00

Purpose of Request: Temporary Relocation – 10/22 – 11/21/2011

Work Provided by: n/a

Recipient: Wells Fargo

Activity: Reconstruction

Program: HOME

Project Site 605 Short 5th St.

Amount Requested: \$607.61

Purpose of Request: Loan payoff to acquire property

Work Provided by: n/a

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 11, 2011

The following request for payment is being submitted for approval during the City Council's October 18, 2011 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Lockhart Construction
Activity:	Rehabilitation
Program:	HOME
Project Site:	314 E Scooba St.
Amount Requested:	\$16,500.00
Purpose of Request:	Draw #2
Work Provided by:	Lockhart Construction

Recipient:	Norris Construction Co.
Activity:	Reconstruction
Program:	HOME
Project Site:	1104 Cherry St.
Amount Requested:	\$28,988.10 (\$24,300 Salvation Army Grant, \$4,688.10 from HOME)
Purpose of Request:	Draw #1
Work Provided by:	Norris Construction

Recipient:	Greer Law Firm
Activity:	Acquisition/Rehab for Homebuyer
Program:	HOME
Project Site:	10 Annie Christie
Amount Requested:	\$45,000.00 (not to exceed)
Purpose of Request:	Purchase house at 10 Annie Christie from Hattiesburg Area Habitat for Humanity for use in the City's CDBG/HOME Housing Program

Recipient:	Greer Law Firm
Activity:	Acquisition/Rehab for Homebuyer
Program:	HOME
Project Site:	16 Collins
Amount Requested:	\$45,000.00 (not to exceed)
Purpose of Request:	Purchase house at 16 Collins from Hattiesburg Area Habitat for Humanity for use in the City's CDBG/HOME Housing Program

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Margaret Maury

Rehabilitation

HOME

314 East Scooba St.

\$650.00

Temporary Relocation – 10/22 – 11/21/2011

n/a

Recipient:

Activity:

Program:

Project Site

Amount Requested:

Purpose of Request:

Work Provided by:

Wells Fargo

Reconstruction

HOME

605 Short 5th St.**\$607.61**

Loan payoff to acquire property

n/a



"Building dreams one home at a time"

Lockhart Construction

Michael Lockhart Contractor

128 Pine Hills Drive
Hattiesburg, MS 39402
Direct Connect: 601.329.9922
Office: 601.268.0202

Invoice

TO: City of Hattiesburg, MS CDBG-PROJECT--HRRP

CUSTOMER NAME: CDBG		DATE: 10.10.11
PROPERTY ADDRESS: 314 Scooba Street		
CITY: Hattiesburg	STATE: MS	ZIP: 39401
DAY PHONE: (601)	ALTERNATE PHONE:	FAX:
CONTACT NAME:		
Contractor supplies all materials. Contractor will provide license and permits.		
PROJECT SUMMARY		
ITEMIZED LIST OF COMPLETED WORK		
1. Install Sheetrock		
2. Install Electrical rough in		
3. Install HVAC		
4. Install Sopsits and Facials		
5. Repaired front and rear porch		
6. Install ADA acessable ramp		
7. Install Windows		
Total INVOICE PAYMENT		\$16,500.00

10/14/11

MORRIS & ASSOCIATES

Attorneys at Law

Phone: 318.330.9020 Facsimile: 318.340.7600

2309 Oliver Road, Monroe, LA 71201

Admitted in MS* / Admitted in LA and MS**

John C. Morris, III**

Emily K. Courteau**

Michael Jedynak**

Sean Southern*

John C. Morris, IV**

PAYOFF QUOTE

October 6, 2011

REQUESTED BY: OTHER

DATE REQUESTED: October 6, 2011

DATE FIGURES ARE GOOD THRU: NOVEMBER 4, 2011

IN REFERENCE TO:

NAME: Nicholson, Vannie

PROPERTY ADDRESS: 605 Short 5th St, Hattiesburg, MS. 39401

Principal Balance		\$ 2,776.76
Interest Due		\$ 225.14
Late Charges Outstanding		\$ 37.30
Taxes / Hazard Insurance		\$ 325.00
Recording Fee		\$ 12.00
Property Inspections		\$ 120.00
Attorneys Fees / Costs		\$ 970.00
TOTAL AMOUNT DUE		\$ 4,466.20

THIS IS NOT A CONTRACT AND IS SUBJECT TO VERIFICATION. PLEASE CONTACT THIS OFFICE TO VERIFY THE TOTAL BEFORE SENDING YOUR FUNDS. ONLY CERTIFIED FUNDS IN THE FULL AMOUNT, MADE PAYABLE TO MORRIS AND ASSOCIATES WILL BE ACCEPTED.

IMPORTANT NOTICE IN COMPLIANCE WITH THE FAIR DEBT ACT, PLEASE BE ADVISED THAT Wells Fargo Home Mortgage MAY BE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED IN THE COLLECTION PROCESS.

F11-1081/ KLG



City of Hattiesburg, MS

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

Master

File Number: 2011-0163

File ID: 2011-0163

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Franklyn Tate

Cost:

File Created: 10/11/2011

Brief Title: CDBG Manual Check requests

Final Action:

Minute Book Number: MB 2011-6/148

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

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG Manual Check Documentation

Enactment Number:

Contact:

Meeting Date:

Drafter: Andrew Ellard

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/12/2011	Franklyn Tate	Approve	10/13/2011
1	2		Marilyn Schwandt - FYI	Notified - FYI	
1	3		Kermas Eaton - FYI	Notified - FYI	
1	4		Debbie Bernardo - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Verlina Underwood - FYI	Notified - FYI	
1	7	10/13/2011	Eddie Myers	Approve	10/15/2011

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass

Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote

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

TEL-No Vote: 0

Text of Legislative File 2011-0163

Title

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

Summary

CDBG Manual Checks

Budget Information

CDBG Entitlement

Expenditure Type

Purchasing Item

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 11, 2011

The following request for payment is being submitted for approval during the City Council's October 18, 2011 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Pine Grove Behavioral Health
Activity: Public Services
Program: CDBG
Project Site: 2255 Broadway Dr.
Medication \$193.58
Clinic/Doctor's visits \$197.00
Supplies/ \$967.50
Amount Requested: \$1,358.08
Purpose of Request: Draw #5
Work Provided by: Pine Grove Behavioral Health

Recipient: The First Tee of the Pinebelt
Activity: Public Services
Program: CDBG
Project Site: 301 Barry Street
Salaries \$1,500.00
Amount Requested: \$1,500.00
Purpose of Request: Draw #4
Work Provided by: The First Tee of the Pinebelt

Recipient: Pinebelt Community Services
Activity: Meals Program
Program: CDBG
Project Site: 1101 North Main Street
Amount Requested: \$3,031.53
Purpose of Request: Draw #9
Work Provided by: Pinebelt Community Services

Recipient: Mary Breland
Activity: Reconstruction
Program: CDBG
Project Site: 620 Poplar Row Alley
Amount Requested: \$650.00
Purpose of Request: Temporary Relocation 10/21/11 – 11/20/11

Work Provided by: n/a

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 11, 2011

The following request for payment is being submitted for approval during the City Council's October 18, 2011 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Pine Grove Behavioral Health
Activity:	Public Services
Program:	CDBG
Project Site:	2255 Broadway Dr.
Medication	\$193.58
Clinic/Doctor's visits	\$197.00
Supplies/	\$967.50
Amount Requested:	\$1,358.08
Purpose of Request:	Draw #5
Work Provided by:	Pine Grove Behavioral Health

Recipient:	The First Tee of the Pinebelt
Activity:	Public Services
Program:	CDBG
Project Site:	301 Barry Street
Salaries	\$1,500.00
Amount Requested:	\$1,500.00
Purpose of Request:	Draw #4
Work Provided by:	The First Tee of the Pinebelt

Recipient:	Pinebelt Community Services
Activity:	Meals Program
Program:	CDBG
Project Site:	1101 North Main Street
Amount Requested:	\$3,031.53
Purpose of Request:	Draw #9
Work Provided by:	Pinebelt Community Services

Recipient:	Mary Breland
Activity:	Reconstruction
Program:	CDBG
Project Site:	620 Poplar Row Alley
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation 10/21/11 – 11/20/11
Work Provided by:	n/a

PINE GROVE
BEHAVIORAL HEALTH & ADDICTION SERVICES

PINE GROVE VILLAGE/PINE GROVE GREEN MEADOWS CDBG REQUEST FOR
MEDICATIONS, CLINIC VISITS, AND SUPPLY DRAW DOWNS

REQUEST # 5

DATE: OCTOBER, 10, 2011

Medication total

\$193.58

Clinic Visits/procedures

~~\$512.56~~ 197.00

Supply total

~~\$651.94~~ 967.50

Total this request

\$1,358.08

Total previous requests

\$6,836.30

Total YTD requests

\$8,194.38

Total remaining from CDBG allocation of \$15,000

\$6,805.62

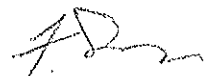
Special Note: Supply line item of #3000 was exhausted with \$651.94 draw of Quick Test
drug cups; 967.50 payment. Remaining \$315.56 was taken from Ambulatory clinic
budget.

Acknowledgement: this draw
leaves a negative balance in
the "supplies" line item, but
this is still within the 10%
allowed in the agreement.
(\$315.56)

Respectfully submitted


Anthony Dorsey RNC MSN
Director PGV/PGGM





10/14/11

578

PINE GROVE VILLAGE/GREEN MEADOWS' MEDICATIONS

MEDICATIONS	RESIDENT	DATE	TOTAL COST	BUDGET	COMMENTS
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXX	7,000.00	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
3 meds	JD	5/10,12/11	245.98	6,754.02	PGV
5 meds	WCB	5/11/11	32.25	6,721.77	PGV
1 med	JD	5/16/11	375.10	6,346.67	PGV
2 meds	HP	5/17/11	10.43	6,336.24	PGV
3 meds	JD	3/30/11	53.54	6,282.70	PGV
3 meds	CW	3/17/11	26.00	6,256.70	PGV
1 med	WCB	3/21/11	6.87	6,249.83	PGV
1 med	WCB	3/22/11	6.55	6,243.28	PGV
5 meds	WCB	6/10/11	32.25	6,211.03	PGV
11 meds	C.W.	7/5/11	130.85	6,080.18	PGV
4 meds	C.S.	7/11/11	250.00	5,830.18	PGGM
2 meds	WCB	7/21/11	12.15	5,818.18	PGV
1 med	WCB	8/8/11	5.33	5,812.85	PGV
2 meds	LAD	8/2/11	10.61	5,802.24	PGV
2 meds	PDM	7/19/11	18.21	5,784.03	PGGM
7 meds	GT	7/29/11	75.51	5,708.52	PGGM
1 med	BND	8/18/11	5.49	5,703.03	PGGM
3 meds	DY	8/18/11	71.23	5,631.80	PGGM
2 meds	TRH	8/18/11	14.03	5,617.77	PGGM
2 meds	CWC	9/16/11	11.00	5,606.77	PGV
1 med	JD	9/20/11	125.92	5,480.85	PGV
1 med	DSC	9/13/11	61.44	5,419.41	PGV
1 med	WCB	6/21/11	12.39	5,407.02	PGV
3 meds	JD	9/7/11	82.08	5,324.94	PGV
1 med	TB	9/8/11	10.32	5,314.62	PGV
2 meds	HBP	9/8/11	18.09	5,296.53	PGV
8 meds	CW	9/2/11	107.23	5,189.30	PGV
1 med	PDM	8/30/11	7.23	5,182.07	PGGM
1 med	MB	8/18/11	7.56	5,174.51	PGGM

[illegible]



MEMORANDUM

To: Andrew Ellard
Government Accountant
City of Hattiesburg

From: Sandra Thompson
Executive Director
The First Tee The Pine Belt

Re: Reimbursement of Expenses

Date: October 7, 2011

Requesting reimbursement from the following categories:

Category: Salaries	Beginning Balance:	\$1,500.00
	Reimbursement Request:	<u>\$1,500.00</u>
	Salaries Balance:	\$0

Total reimbursement request: \$1,500.00

Thank you.


10/11/11

PINE BELT YOUTH DEVELOPMENT INC
THE FIRST TEE OF THE PINE BELT
207 E FLORENCE STREET
HATTIESBURG, MS 39401
PH 601-596-5393

05-11

COMMUNITY
BANK

HATTIESBURG, MISSISSIPPI
MEMBER FDIC

DATE

9/15/11

1060

85-156/653
06

One thousand five hundred

DOLLARS

\$1,500.00

John M. Cox

Maintenance + Labor

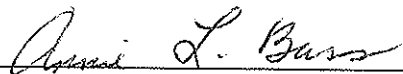
[Signature]

Security
Features:
Data is on
Back

⑈001060⑈ ⑆065301566⑆ 6005001497⑈

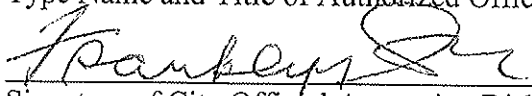
REQUEST FOR FUNDS

(1) Organization's Name & Address: PINEBELT Community Services – Meals Program Telephone Number: 601-583-4943	Project Address: 101 North Main Street Hattiesburg, MS 39401	Request No. 9 Worked Performed: Food Purchases, Gas Cards (5) Amount Requested: <u>\$3,031.53</u>
(6) Project Period From: February 2011 To: December 31, 2011	(7) Check Made Payable to: PINEBELT Community Services – Meals Program	Prepared By: Clarence P. Williams Date Prepared October 11, 2011


Signature of Authorized Officer Requesting Funds

October 11, 2011
Date

Mrs. Lucille Bass, Program Director
Type Name and Title of Authorized Office


Signature of City Official Approving Disbursement

10/11/11
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

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name: PINEBELT Community Services Meals Program

Contract Date: 02/03/2011

Request Number #9 Total Amount Requested ** \$3,031.53

Funds requested are for Meals Program Costs and Expenses

1 Food	\$3,031.53
--------	------------

2) Gas Cards _____ \$ _____

3) _____ \$ _____

4) _____ \$ _____

5) _____ \$ _____

6) _____ \$ _____

7) _____ \$ _____

Total of Attached Documentation	\$ 3,031.53
---------------------------------	-------------

Less Amount in Excess of Contract Award \$ _____

** Total Amount Requested for this Draw \$ 3,031.53

TOTAL REQUESTED TO DATE \$ 9,570.68

Period of Project(s) Start to Completion From: February 2011 to December 31, 2011

Other: _____

.....

Luride

Invoice		SHIP TO			
SOLD TO <i>Inst</i>		9-16-11			
ADDRESS		ADDRESS			
CITY, STATE, ZIP		CITY, STATE, ZIP			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE	
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
3/4	7/9	745 7484	224.53	108	242.25
		7512			
1/8	11/17	11/17	10	149	1490
1/8	11/17	600	10	239	2390
					28129
					1969
					300.78

A-5840 T-46706/46721

01-11

Belinda

202451

Invoice		SHIP TO			
SOLD TO <i>Inst</i>		9-25-11			
ADDRESS		ADDRESS			
CITY, STATE, ZIP		CITY, STATE, ZIP			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE	
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
3/10	6/10	500	239		7170
					582
					76.72

THANK YOU,
AUG MAX INC

E	199892	NILLA WAFERS	5.78	T
E	199892	NILLA WAFERS	5.78	T
E	199892	NILLA WAFERS	5.78	T
E	199892	NILLA WAFERS	5.78	T
E	253382	PINTO BEANS	14.89	T
E	253382	PINTO BEANS	14.89	T
E	253382	PINTO BEANS	14.89	T
E	199892	NILLA WAFERS	5.78	T
E	199892	NILLA WAFERS	5.78	T
E	199892	NILLA WAFERS	5.78	T
E	199892	NILLA WAFERS	5.78	T
E	256966	KC BBQ	5.98	T
E	256966	KC BBQ	5.98	T
E	256966	KC BBQ	5.98	T
E	256966	KC BBQ	5.98	T
E	256966	KC BBQ	5.98	T
E	256966	KC BBQ	5.98	T
E	39040	PEACHES 106Z	4.28	T
E	39040	PEACHES 106Z	4.28	T
E	39040	PEACHES 106Z	4.28	T
E	39040	PEACHES 106Z	4.28	T
E	39040	PEACHES 106Z	4.28	T
E	39040	PEACHES 106Z	4.28	T
E	488511	PUDDING VANI	4.48	T
E	488511	PUDDING VANI	4.48	T
E	488511	PUDDING VANI	4.48	T
E	488511	PUDDING VANI	4.48	T
E	488511	PUDDING VANI	4.48	T
E	488511	PUDDING VANI	4.48	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	37053	BAKED BEANS	6.08	T
E	16588	GREEN BEANS	3.88	T
E	16588	GREEN BEANS	3.88	T
E	16588	GREEN BEANS	3.88	T
E	16588	GREEN BEANS	3.88	T
E	16588	GREEN BEANS	3.88	T
E	16588	GREEN BEANS	3.88	T
E	215709	CUTYAMS	4.48	T
E	215709	CUTYAMS	4.48	T
E	215709	CUTYAMS	4.48	T
E	215709	CUTYAMS	4.48	T
E	215709	CUTYAMS	4.48	T
E	215709	CUTYAMS	4.48	T
E	12375	GREEN BEANS	3.18	T
E	12375	GREEN BEANS	3.18	T
E	12375	GREEN BEANS	3.18	T
E	12375	GREEN BEANS	3.18	T
E	12375	GREEN BEANS	3.18	T
E	12375	GREEN BEANS	3.18	T
E	22333	SWEET PEAS	3.98	T
E	22333	SWEET PEAS	3.98	T
E	22333	SWEET PEAS	3.98	T
E		SUBTOTAL	315.25	
E	22333	SWEET PEAS	3.98	T
E	2	SWEET PEAS	3.98	T
E	2	SWEET PEAS	3.98	T
E	30	CORN 106 OZ	3.58	T
E	30945	CORN 106 OZ	3.58	T
E	30945	CORN 106 OZ	3.58	T
E	30945	CORN 106 OZ	3.58	T
E	30945	CORN 106 OZ	3.58	T
E	30945	CORN 106 OZ	3.58	T
E	28165	SW/RELIS GAL	4.68	T
E	28165	SW/RELIS GAL	4.68	T
E	34929	CHEESE SAUCE	6.22	T
E	34929	CHEESE SAUCE	6.22	T
E	34929	CHEESE SAUCE	6.22	T
E	34929	CHEESE SAUCE	6.22	T
E		SUBTOTAL	382.91	
E		TAX 1 7.000 %	26.80	
E		TOTAL	409.71	
E		ECA CHECK TEND	409.71	
E		CHANGE DUE	0.00	

CLUB MANAGER K LA ROSA
(601) 261 - 2171
FOR THE PULL (601) 261 - 0030
HATTIESBURG, MS
09/20/11 12:18 0255 6503 012 1900
K MEMBER 101-*****8162

THANK YOU,
AUTO MAX INC

E	201230 QUICK GRITS	6.84 T
E	201230 QUICK GRITS	6.84 T
E	353445 RED KIDNEY	9.39 T
E	353445 RED KIDNEY	9.39 T
E	353445 RED KIDNEY	9.39 T
E	23556 MARGARINE 5#	4.98 T
E	23556 MARGARINE 5#	4.98 T
E	493827 FRZN BISCUIT	5.58 T
E	493827 FRZN BISCUIT	5.58 T
E	493827 FRZN BISCUIT	5.58 T
E	493827 FRZN BISCUIT	5.58 T
E	493827 FRZN BISCUIT	5.58 T
E	460304 FOLGERS	18.43 T
E	328308 SPAG SAUCE	3.88 T
E	328308 SPAG SAUCE	3.88 T
E	328308 SPAG SAUCE	3.88 T
E	328308 SPAG SAUCE	3.88 T
E	328308 SPAG SAUCE	3.88 T
E	328308 SPAG SAUCE	3.88 T
E	34929 CHEESE SAUCE	6.22 T
E	34929 CHEESE SAUCE	6.22 T
E	34929 CHEESE SAUCE	6.22 T
	SUBTOTAL	140.08
E	723247 ANGLHRPNTYPK	5.76 T
E	723247 ANGLHRPNTYPK	5.76 T
E	723247 ANGLHRPNTYPK	5.76 T
E	723247 ANGLHRPNTYPK	5.76 T
	SUBTOTAL	163.12
E	723247 ANGLHRPNTYPK	5.76 T
E	723247 ANGLHRPNTYPK	5.76 T
	486115 CHARCOAL	16.68 T
	SUBTOTAL	191.32
E	749825 POT. BAKING	9.98 T
E	749825 POT. BAKING	9.98 T
E	749825 POT. BAKING	9.98 T
E	749825 POT. BAKING	9.98 T
	SUBTOTAL	231.24
E	314154 IDAHOAN POTO	5.48 T
E	314154 IDAHOAN POTO	5.48 T
E	314154 IDAHOAN POTO	5.48 T
E	314154 IDAHOAN POTO	5.48 T
E	199491 HUNT'S PASTE	5.82 T
E	199491 HUNT'S PASTE	5.82 T
E	939024 SEA SALT	3.58 T
E	939024 SEA SALT	3.58 T
E	939024 SEA SALT	3.58 T
	SUBTOTAL	275.54
E	970337 RED FRANKS	5.78 T
E	970337 RED FRANKS	5.78 T
E	970337 RED FRANKS	5.78 T
E	970337 RED FRANKS	5.78 T
E	970337 RED FRANKS	5.78 T
	SUBTOTAL	304.44
E	1424 GARLIC MINCE	5.68 T
	522751 LIGHTR FLUID	8.98 T
E	464335 BAYLEAVES	4.48 T
E	924691 PIMIENTOS	4.02 T
E	924691 PIMIENTOS	4.02 T
E	924691 PIMIENTOS	4.02 T
E	924691 PIMIENTOS	4.02 T
	SUBTOTAL	339.66
	TAX 1 7.000 %	23.78
	TOTAL	363.44
	ECA CHECK TEND	363.44
	CHANGE DUE	0.00

When you pay by check, you authorize
us to use its information to process



Savings Made Simple

CLUB MANAGER K LA ROSA
(601) 261 - 2171
Fax and Pull # (601) 261 - 0586
HATTIESBURG, MS
10/03/11 19:05 5327 6503 016 1850
W MEMBER 101-*****7190

THANK YOU,
ANJOINTED HANDS CLEANING SERVICE LLC

E	212630	3LB PREMIUMS	4.68	T
E	424720	CINTSTCRNCH	6.98	T
E	719116	VARIETY PK	10.98	T
E	959780	CROISSANT	5.48	T
E	959780	CROISSANT	5.48	T
E	241786	TURKEY BACON	6.42	T
E	463767	DRUMSTICKS	6.93	T
E	320034	SIRLOIN TIP	15.68	T
E	63924	AM SLICE 120	13.43	T
E	463767	DRUMSTICKS	6.93	T
E	377230	SL BRISKET	37.87	T
E	909004	ORANGE CKN	10.98	T
E	909004	ORANGE CKN	10.98	T
E	143390	CHIC ALFREDO	10.48	T
E	143390	CHIC ALFREDO	10.48	T
E	13977	BACON 3 LB	10.28	T
E	13977	BACON 3 LB	10.28	T
E	13977	BACON 3 LB	10.28	T
E	13977	BACON 3 LB	10.28	T
E	943979	TKV MUFFIN	11.98	T
E	943979	TKV MUFFIN	11.98	T
E	452889	12CT BISCUIT	10.68	T
E	452889	12CT BISCUIT	10.68	T
E	461016	SPIRAL HAM	18.81	T
E	461016	SPIRAL HAM	19.64	T
E	318984	TY SPYASN WG	13.98	T
E	308213	BUFFALO HOT	13.98	T
E	323845	CHICK WINGS	13.98	T
E	323845	CHICK WINGS	13.98	T
E	896435	CROISSANT	5.99	T
E	375983	FRK,BF,BC8:1	21.32	T
E	375983	FRK,BF,BC8:1	21.32	T
E	716185	BREADED OKRA	6.98	T
E	569761	BROC & CHS	5.98	T
E	279458	FLOUNDER	10.98	T
E	279458	FLOUNDER	10.98	T
E	290642	BEEF	15.57	T
E	290642	BEEF	15.12	T
E	644881	FROST FLAKES	7.47	T
E	716185	BREADED OKRA	6.98	T
E	477783	DC MSQT BRST	9.98	T
E	318984	TY SPYASN WG	13.98	T
E	721380	THIGH FILLET	11.98	T
E	308213	BUFFALO HOT	13.98	T
E	116401	TRI PAK	7.88	T
E	978699	TILAPIA	12.98	T
E	978699	TILAPIA	12.98	T
E	719116	VARIETY PK	10.98	T
E	719116	VARIETY PK	10.98	T
E	569761	BROC & CHS	5.98	T
E	695783	MIX FRUIT	9.78	T
E	775841	SL STRWBRY	8.28	T
E	118426	YOP STW PFT	5.78	T
E	418426	YOP STW PFT	5.78	T
E	286574	POT PIES	10.98	T
E	286574	POT PIES	10.98	T
E	583901	TST. STRUDEL	6.48	T
E	583901	TST. STRUDEL	6.48	T
E	909303	EGGOWAFFLES	7.48	T
E	665396	CORN DOG	9.88	T
E	830033	RICE	8.98	T
E	267190	BROCCOLI BF	10.98	T
E	267190	BROCCOLI BF	10.98	T
E	736108	ANGUS CHSBRG	9.78	T
E	736108	ANGUS CHSBRG	9.78	T
E	11109	PEPP HOT POC	12.88	T
E	11117	HAM/CHS HOT	12.88	T

E	518866	GUMBO	7.98
E	201223	INST GRITS	7.34
E	201223	INST GRITS	7.34
VL	201223	INST GRITS	7.34
E	201223	INST GRITS	7.34
E	881877	4OCTMAPLECAI	7.98
E	425808	SIMPLY LEMON	4.60
E	425808	SIMPLY LEMON	4.60
E	222026	NECTARINES	6.98
E	361113	GALA	5.98
E	222671	PLUMS	5.98
E	452161	SW TUNA 8PK	9.74
E	72553	RED GRAPES	4.98
E	350851	SK TUNA 10PK	7.98
E	350851	SK TUNA 10PK	7.98
		SUBTOTAL	931.13
E	394131	SYRUP	6.98
E	360954	MUSTARD	5.12
E	448350	11TOSLDDRSNG	3.48
E	499954	DCSPAGHETTI	5.76
E	401843	HEINZ 57	6.88
E	2817	CHILI NOBEAN	8.78
E	612371	QKR INST OTM	9.48
E	499954	DCSPAGHETTI	5.76
E	939207	BEEF RAVIOLI	8.98
E	939207	BEEF RAVIOLI	8.98
E	939207	BEEF RAVIOLI	8.98
E	717820	HVR DRESSING	9.07
E	6175	A-1 SAUCE	8.38
E	2817	CHILI NOBEAN	8.78
E	2817	CHILI NOBEAN	8.78
E	320374	ONIONDRESSING	5.27
E	320374	ONIONDRESSING	5.27
E	608529	RAMEN36 CHIC	6.46
E	303782	CHEWY TRAIL	8.98
E	303782	CHEWY TRAIL	8.98
E	684362	4PCKRITZCRAC	6.58
E	888210	TOMATOES	5.98
E	888210	TOMATOES	5.98
E	236643	CROFMUSHROOM	9.28
E	336296	PICNIC PACK	7.98
E	336296	PICNIC PACK	7.98
E	805638	MINUTE RICE	5.38
E	805638	MINUTE RICE	5.38
E	805638	MINUTE RICE	5.38
E	598807	GREEN BEANS	8.38
E	598807	GREEN BEANS	8.38
E	20599	BEANEE WEENE	9.98
E	20599	BEANEE WEENE	9.98
E	829259	SWEET CORN	5.48
E	829259	SWEET CORN	5.48
E	829259	SWEET CORN	5.48
E	608665	VLVEETASKLTS	6.14
E	608665	VLVEETASKLTS	6.14
E	201223	INST GRITS	7.34
E	359187	SUNNY D	5.38
E	25059	BOX FRUIT DR	9.98
E	457434	LIPT DTGRN	9.98
E	634789	RAGU GARDEN	7.68
E	634789	RAGU GARDEN	7.68
E	381234	PA24/200Z VP	12.48
E	381234	PA24/200Z VP	12.48
E	923820	PA ZERO 24OZ	12.48
		SUBTOTAL	1,291.13
		TAX 1	7.000 % 90.38
		TOTAL	1,381.51
		INBIT TEND	1,381.51
		CHANGE DUE	0.00

EFT DEBIT PAY FROM PRIMARY
ACCOUNT : 1768
1,381.51 TOTAL PURCHASE
REF # 127700892602
NETWORK ID. 0071 APPR CODE 781057
10/03/11 19:18:41

ITEMS SOLD 141

TC# 6250 3964 5241 6266 8133 61



WE VALUE YOUR OPINION

WE WANT TO KNOW ABOUT YOUR SHOPPING
EXPERIENCE TODAY AT SAM'S CLUB

Please complete a survey about today's club visit at:

<http://www.survey.samsclub.com>

IN RETURN FOR YOUR TIME YOU COULD RECEIVE

Star #219
1224 N Main St
Hattiesburg, MS
(601)582-7615

Lucille

Purchase \$46.61

Debit Card # **** * 3466
Auth # 734297 Payment from Checking
Lane # 03 Checker # 26
09/17/11 10:42 Ref # 032995

Big Star #219
1224 N Main St
Hattiesburg, MS
(601)582-7615

Hamburger

*Simon
bleed*

FAMILY GROUND CH	5.19	T F
FAMILY GROUND CH	4.17	T F
FAMILY GROUND CH	4.41	T F
SF WHIPPED TOPPI	2.39	T F
SF WHIPPED TOPPI	2.39	T F
SF WHIPPED TOPPI	2.39	T F
FAMILY GROUND CH	4.89	T F
FAMILY GROUND CH	3.83	T F
FAMILY GROUND CH	3.89	T F
FAMILY GROUND CH	5.12	T F
FAMILY GROUND CH	4.89	T F

11 BALANCE DUE	46.61
Debit Card	46.61
[S] **** * 3466	
Auth Code = 734297	
CHANGE	0.00
SUB TOTAL	43.56
TOTAL TAX	3.05
TOTAL	46.61

Walmart
Save money. Live better.

Walmart
MANAGER ROBIN FUNK
(601) 261-9393
ST# 0916 OP# 00080163 TEN# 11 TR# 08143
POTATOES 003338353010 F 3.47 X
POTATOES 003338353050 F 5.47 X
SUBTOTAL 8.94
TAX 1 7.000 % 0.63
TOTAL 9.57
WALMART CREDIT TEN# 9.57

ACCOUNT # 4025
APPROVAL # 024104
REF # 126700489412
TERMINAL # 00100000001

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 9415 3763 5236 3438 3100



"Like" Walmart on Facebook
www.facebook.com/walmart
09/24/11 18:01:31

CUSTOMER COPY

Star #219
1224 N Main St
Hattiesburg, MS
(601)582-7615

Walmart
Save money. Live better.

Purchase 612.37

Debit Card # **** * 3466
Auth # 697514 Payment from Checking
Lane # 02 Checker # 33
09/23/11 20:51 Ref # 025830

Big Star #219
1224 N Main St
Hattiesburg, MS
(601)582-7615

DALE STEAK SEASO
4 @ 2.89 EA 11.56 T F
4 BALANCE DUE 12.37
Debit Card 12.37
[S] **** * 3466
Auth Code = 697514
CHANGE 0.00
SUB TOTAL 11.56
TOTAL TAX 0.81
TOTAL 12.37

CASHIER NAME: COSHORRA
C0033 #0978 20:51:37 23SEP2011
S00001 R002

Thank you for Shopping with Us

Walmart
MANAGER ROBIN FURK
(501) 261-9393
STN 6910 OPP 00000144 REC 01 TRN 07557
GV CRR CHKR 007674209445 F 1.72 T
GV CRR CHKR 007674209445 F 1.72 T
GV HSNH SOUP 007674243241 F 1.66 T
GV HSNH SOUP 007674243241 F 1.66 T
GV ITAL DSG 007674207520 F 3.16 X
GV ITAL DSG 007674207520 F 3.16 X
GV ITAL DSG 007674207520 F 3.16 X
GV ITAL DSG 007674207520 F 3.16 X
SUBTOTAL 19.52
TAX 1 7.000 \$ 1.37
TOTAL 20.89
DEBIT TEND 20.89
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
ACCOUNT : 3466
20.89 TOTAL PURCHASE
REF # 126700428383
NETWORK ID. 0071 APPR CODE 676609
09/23/11 20:14:16

ITEMS SOLD 8

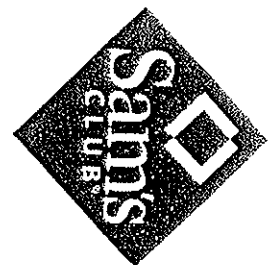


"Like" Walmart on Facebook
www.facebook.com/walmart
09/23/11 20:14:16

THANK YOU,
ANNIE BASS

CLUB MANAGER K LA ROSA
(601) 261-2171
Fax and Pull # (601) 261-0686
09/23/11 19:46 6671 6503 014 1758
V MEMBER 101-*****3577

Savings Made Simple



Lucille

EFT DEBIT
ACCOUNT :
25 38 TOTAL PURCHASE 3466
REF # 126700428383
09/23/11 0071 APPR CODE 412397
19:46:32
SUBTOTAL 23.72
TAX 1 7.000 \$ 1.66
DEBIT TEND 25.38
CHANGE DUE 0.00
561667 3 COMP HLC 8.48 T
561667 3 COMP HLC 8.48 T
E 925457 HD MAYO 6.76 T

ONE 7, 2011

PICK TICKET
(04) NEWELL PAPER CO. HATTIESBURG

OPD05510/3.03

PAGE NR: 1

SOLD TO: MT CARMEL BAPTIST CHURCH/HATTIESBUR
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

SHIP TO: PINE BELT
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

ORDER NUMBER: 619660
ORDER TYPE: WAREHOUSE

CUSTOMER NBR: 957000-0000 TAX I.D.:
ORDER CLERK: KEW ORDER DATE: 10/07/11
ROUTE / STOP: 999/006 DLVRY DATE: 10/07/11

P/O NBR: LUCILLE
WHSE NBR: 01 NEWELL PAPER COMPANY - H'BURG
SALESREP: 001 HOUSE

TERMS CDE: 01 C.O.D.
SHIP VIA: 05 WILL CALL
TELEPHONE: (601) 583-4943

LINE	ITEM NUMBER	BRAND	H	UNIT	QUANTITY	UNIT
NBR.	LOCATION	VENDOR ITEM	PACK/SIZE	M	ITEM DESCRIPTION	MEAS
01	WA-LL-	494-1550	GENPAK	10500 5-COMP.LUNCH TRAY (SNTD)	CASE	38.75
		10500	500/EA/CS	10-3/8X8-3/8X1-3/16	500/CS	

Sep 16, 2011

PICK TICKET
(04) NEWELL PAPER CO. HATTIESBURG

OPD05510/3.03

PAGE NR: 1

SOLD TO: MT CARMEL BAPTIST CHURCH/HATTIESBUR
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

SHIP TO: PINE BELT COMMUNITY SERVICES
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

ORDER NUMBER: 617745
ORDER TYPE: WAREHOUSE

CUSTOMER NBR: 957000-0000 TAX I.D.:
ORDER CLERK: KLS ORDER DATE: 9/16/11
ROUTE / STOP: 999/000 DLVRY DATE: 9/16/11

P/O NBR: LUCILLE
WHSE NBR: 01 NEWELL PAPER COMPANY - H'BURG
SALESREP: 001 HOUSE

TERMS CDE: 01 C.O.D.
SHIP VIA: 05 WILL CALL
TELEPHONE: (601) 583-4943

LINE	ITEM NUMBER	BRAND	H	UNIT	QUANTITY	UNIT
NBR.	LOCATION	VENDOR ITEM	PACK/SIZE	M	ITEM DESCRIPTION	MEAS
01	WA-LL-	494-1550	GENPAK	10500 5-COMP.LUNCH TRAY (SNTD)	CASE	38.75
		10500	500/EA/CS	10-3/8X8-3/8X1-3/16	500/CS	

TAX \$0.00

SEP 30, 2011

RECEIVED
NEWELL PAPER CO. HATTIESBURG

OPD05516/3.03

PAGE 1 OF 1

OLD TO: MT CARMEL BAPTIST CHURCH/HATTIESBURG
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

SHIP TO: FIVE BELT COMMUNITY
1101 NORTH MAIN STREET
P.O. BOX 929
HATTIESBURG MS 39403

ORDER NUMBER: 519013

ORDER TYPE: WAREHOUSE

CUSTOMER NBR: 957000-0000 TAX I.D.:

ORDER CLERK: WCT ORDER DATE: 9/30/11

OUTE / STOP: 999/000 DLVRY DATE: 9/30/11

P/O NBR: LUCILLE

WHSE NBR: 01 NEWELL PAPER COMPANY - H'BURG

SALESREP: 001 HOUSE

TERMS CDE: 01 C.O.D.

SHIP VIA: 05 WILL CALL

TELEPHONE: (601) 563-4943

INE	ITEM NUMBER	BRAND	H	UNIT	QUANTITY	UNIT
BR. LOCATION	VENDOR ITEM	PACK/SIZE	M	MEAS	ORDERED	PRICE
01	16- -05	773-386013	JR	38 X 60 BLACK 1.3 MIL	CASE	1
		3858BL1.3	100/EA/CS	100/CS		32.25
02	WA- -	495-SN203VW	GENPAX	3-COMPART WHT LARGE CARRYOUT	CASE	1
		SN203VW	200/EA/CS	TRAY VALUEWARE 200/CS		23.14

\$59.27

E & B
GROCERY
THANK YOU

09-28-2011 #3

COLD 2.99 TF
SUBTL 2.99
TAX 0.21
CH9 3.20

8545 12:53PM

Big Star #219

1224 N Main St
Hattiesburg, MS
(601)582-7615

Big Star #219

1224 N Main St
Hattiesburg, MS
(601)582-7615

Purchase \$24.44

Debit Card # **** * 3466
Auth # 170096 Payment from Checking
Lane # 02 Checker # 54
09/30/11 20:51 Ref # 028172

Big Star #219

1224 N Main St
Hattiesburg, MS
(601)582-7615

PS SEASONING BLEND	2.99	T F
VALUTIME WIDE EG	1.35	T F
VALUTIME WIDE EG	1.35	T F
VALUTIME WIDE EG	1.35	T F
VALUTIME WIDE EG	1.35	T F
VALUTIME WIDE EG	1.35	T F
SF WIDE NOODLES	1.39	T F
SF WIDE NOODLES	1.39	T F
SF WIDE NOODLES	1.39	T F
VALUTIME WIDE EG	1.35	T F
VALUTIME WIDE EG	1.35	T F
SF WIDE NOODLES	1.39	T F
VALUTIME WIDE EG	1.35	T F
BAR-S THICK BOLO	1.79	T F
SF CRM CELERY SO	0.85	T F
SF CRM CELERY SO	0.85	T F

16 BALANCE DUE	24.44
Debit Card	24.44
[S] **** * 3466	
Auth Code = 170096	
CHANGE	0.00
SUB TOTAL	22.84
TOTAL TAX	1.60
TOTAL	24.44

DOLE JC PK SL PI	1.79	T F
DOLE JC PK SL PI	1.79	T F
SF SLICED PINEAP	1.99	T F
SF SLICED PINEAP	1.99	T F
ABERDEEN BACON 1	2.00	T F
SF GRT NORTHERNS	2.59	T F
SF GRT NORTHERNS	2.59	T F
SF GRT NORTHERNS	2.59	T F
SF GRT NORTHERNS	2.59	T F

9 BALANCE DUE	21.15
CASH	21.15
CHANGE	0.00

SUB TOTAL	19.77
TOTAL TAX	1.36
TOTAL	21.15

CASHIER NAME: BRITTANY
C0026 #4180 12:53:50 7OCT2011
S00001 R003

Thank you for Shopping with Us

Big Star #219
1224 N Main St
Hattiesburg, MS
(601)582-7615

Purchase \$10.13
Debit Card # **** * 3466
Auth # 168261 Payment from Checking
Lane # 03 Checker # 19
10/07/11 20:07 Ref # 035014

Big Star #219
1224 N Main St
Hattiesburg, MS
(601)582-7615

SUNFLOWER SR FLO	6.38	T F
2 @ 3.19 EA	3.09	T F
SUNFLOWER SR MEA	10.13	
3 BALANCE DUE	10.13	
Debit Card		
[S] **** * 3466		
Auth Code = 168261		
CHANGE	0.00	
SUB TOTAL	9.47	
TOTAL TAX	0.66	
TOTAL	10.13	

CASHIER NAME: NATASHA
C0019 #4368 20:07:26 7OCT2011
S00001 R003
Thank you for Shopping with Us



City of Hattiesburg, MS

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

Master

File Number: 2011-0193

File ID: 2011-0193

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Eddie Myers

Cost:

File Created: 10/14/2011

Brief Title: Claims Docket 10/14/11

Final Action:

Minute Book Number: MB2011-6/149

Title:

Approve Claims Docket for the period ending October 14, 2011.

Notes:

Agenda Date: 10/18/2011

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Claims docket 101411, 10-18-11 addendum to claims docket

Enactment Number:

Contact: Eddie Myers

Meeting Date: 10/18/2011

Drafter: Marilyn Schwandt

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1		Marilyn Schwandt - FYI	Notified - FYI	
1	2		Kermas Eaton - FYI	Notified - FYI	
1	3		Verlina Underwood - FYI	Notified - FYI	
1	4		Michael Pope - FYI	Notified - FYI	
1	5		Connie Everett - FYI	Notified - FYI	
1	6		Debbie Bernardo - FYI	Notified - FYI	
1	7	10/14/2011	Eddie Myers	Approve	10/18/2011

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2011	Approved on the Routine Agenda				Pass

Action Text: A motion was made by Council Member Carroll, seconded by Vice President Ware, to Approve the Consent Calendar. The motion carried by the following vote

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

TEL-No Vote: 0

Text of Legislative File 2011-0193

[Title](#)

Approve Claims Docket for the period ending October 14, 2011.

[Summary](#)

[Budget Information](#)

[Expenditure Type](#)

[Purchasing Item](#)

[Publication Information](#)

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 14, 2011

Page 1
Date - 10/13/11

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	1233	00117774	11000037	FIRE FIGHTING BOOTS-RECRUITS	10/14/11	218832	1,695.00-
A 1 FIRE EQUIPMENT							
Sum							1,695.00-
00001 AAMCO TRANS/AUTOMOTIVE S	122540	00118216	11000033	A/C REPR POLICE UNIT	10/14/11	218833	339.12-
00001 AAMCO TRANS/AUTOMOTIVE S	122580	00118146	11000069	REPRS U#11201 FORESTRY	10/14/11	218833	697.05-
00001 AAMCO TRANS/AUTOMOTIVE S	122584	00118478	11000335	A/C REPR U#15483 POLICE	10/14/11	218833	1,388.50-
AAMCO TRANS/AUTOMOTIVE S							
Sum							2,424.67-
00001 ACADEMIC TECHNOLOGIES	2788	00117188	11000017	AUDIO/VISUAL EQUIP-COUNCIL RM	10/14/11	218835	22,126.00-
ACADEMIC TECHNOLOGIES							
Sum							22,126.00-
00001 ACCURINT	1127340-2011	00118381	11000085	ONLINE SEARCH OLD FINES 9/11	10/14/11	218836	54.75-
ACCURINT							
Sum							54.75-
00001 ANDERSON RETAIL INC	77153 & 7715	00117979	11000052	INSTALL CARPET COUNCIL ROOM	10/14/11	218843	3,513.45-
00001 ANDERSON RETAIL INC	77014	00117487	11000059	RE-STRETCH CARPET-POLICE DEPT	10/14/11	218843	131.50-
00001 ANDERSON RETAIL INC	111044	00117665	11000067	REMOVE/REPLACE CARPET-PUB WRK	10/14/11	218843	1,013.37-
00001 ANDERSON RETAIL INC	76975	00117299	11000128	FLOOR TILE-ACADEMY ROOMS	10/14/11	218843	6,682.84-
ANDERSON RETAIL INC							
Sum							11,341.16-
00001 ARNOLD LINE WATER ASSN I	2145 9/26/11	00020121	11000077	SERV 8/25-9/26/11 #8 FIRE STA	10/14/11	218845	21.00-
ARNOLD LINE WATER ASSN I							
Sum							21.00-
00001 AT&T	601M23905501	00020121	11000078	VEHICLE LOCATOR 9/28-10/27 POL	10/14/11	218846	202.00-
AT&T							
Sum							202.00-
00001 AT&T MOBILITY	990870805X10	00118556	11000245	AIR CARD-DUPREE 8/28-9/27/11	10/14/11	218847	42.18-
AT&T MOBILITY							
Sum							42.18-
00001 AUTO ARMATURE SERVICE IN	10903	00118241	11000296	ALTERNATOR U#16769 POLICE	10/14/11	218851	179.95-
00001 AUTO ARMATURE SERVICE IN	10904	00118241	11000297	ALTERNATOR U#15148 POLICE	10/14/11	218851	375.00-
00001 AUTO ARMATURE SERVICE IN	10905	00118241	11000298	BATTERY U#16643 POLICE	10/14/11	218851	113.95-
00001 AUTO ARMATURE SERVICE IN	10907	00118241	11000299	BATTERY U#14065 POLICE	10/14/11	218851	90.95-
00001 AUTO ARMATURE SERVICE IN	10908	00118241	11000300	BATTERY U#14714 HEALTH	10/14/11	218851	113.95-
00001 AUTO ARMATURE SERVICE IN	10937	00118404	11000306	ALTERNATOR U#17321 POLICE	10/14/11	218851	375.00-
00001 AUTO ARMATURE SERVICE IN	10935	00118404	11000307	BATTERY U#17529 STREET	10/14/11	218851	113.95-
00001 AUTO ARMATURE SERVICE IN	10936	00118404	11000308	BATTERY U#16083 STREET	10/14/11	218851	356.85-
00001 AUTO ARMATURE SERVICE IN	10938	00118404	11000309	BATTERY U#12065 STREET	10/14/11	218851	118.95-
00001 AUTO ARMATURE SERVICE IN	10939	00118404	11000310	STARTER U#12065 STREET	10/14/11	218851	129.95-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 14, 2011

Page 2
Date - 10/13/11

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AUTO ARMATURE SERVICE IN Sum							1,968.50-
00001 AUTO TRIM	5313	00118222	11000034	REPR GRAPHICS U#17576 POLICE	10/14/11	218852	395.00-
00001 AUTO TRIM	5326	00118222	11000035	ADD GRAPHICS U#15149 POLICE	10/14/11	218852	10.00-
AUTO TRIM Sum							405.00-
00001 AUTOMOTIVE GLASS SPECIAL	1134942	00118182	11000057	WINDSHIELD-BRANTLEY-URBAN DEV	10/14/11	218853	225.00-
00001 AUTOMOTIVE GLASS SPECIAL	1134651	00117749	11000060	WINDSHIELD U#16651 POLICE	10/14/11	218853	225.00-
AUTOMOTIVE GLASS SPECIAL Sum							450.00-
00001 BANCORPSOUTH EQUIPMENT F	0020070193-0	00201214	11000011	GARBAGE TRUCK LEASE DUE 10/15	10/04/11	15065	34,542.83-
BANCORPSOUTH EQUIPMENT F Sum							34,542.83-
00001 BARNETT CONCRETE WORK LL	PO#118363	10	00118363	11000302 ASBESTOS RMVL 515 FRANCIS ST	10/14/11	218856	2,960.20-
BARNETT CONCRETE WORK LL Sum							2,960.20-
00001 BENNETT'S LOCK & KEY SHO	60848	00117420	11000071	LOCKS/KEYS 9/11 POLICE DEPT	10/14/11	218859	17.55-
00001 BENNETT'S LOCK & KEY SHO	60855	00117420	11000072	LOCKS/KEYS 9/11 POLICE DEPT	10/14/11	218859	1.25-
00001 BENNETT'S LOCK & KEY SHO	60894	00117420	11000073	LOCKS/KEYS 9/11 POLICE DEPT	10/14/11	218859	8.00-
BENNETT'S LOCK & KEY SHO Sum							26.80-
00001 BLOSSMAN GAS INC	PO#118308	10	00118308	11000190 PROPANE U#1302 STREET	10/14/11	218863	75.00-
BLOSSMAN GAS INC Sum							75.00-
00001 BODY TECH INC	4239	00118014	11000036	REPLACE AIR BAG SENSOR U14684	10/14/11	218864	354.96-
00001 BODY TECH INC	4240	00116821	11000038	REPRS U#14684 LAND CODE	10/14/11	218864	6,797.47-
BODY TECH INC Sum							7,152.43-
00001 BOLTON, FRAZIER	TRAV ADVANCE	00118387	11000118	TRAV ADV-MAPC ED CONF-UNIV,MS	10/14/11	218865	685.00-
BOLTON, FRAZIER Sum							685.00-
00001 BRANTLEY, PATRICIA G	TRAV ADVANCE	00118396	11000089	TRAV ADV-HUD CONV-WASHINGTON	10/14/11	218869	1,381.00-
BRANTLEY, PATRICIA G Sum							1,381.00-
00001 BRIDGE & WATSON INC	REDISTRICITN	00118582	11000250	SERVS 7/26-9/1 REDISTRICITING	10/14/11	218871	3,754.42-
BRIDGE & WATSON INC Sum							3,754.42-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 14, 2011

Page 3
Date - 10/13/11

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BUCKLEY, JAMIE Sum	TRAVEL REIMB	00118397	11000167	EXPNS-CONFINED SPACE CLASS	10/14/11	218877	101.23-
00001 BUCKLEY, JAMIE							101.23-
BYRD, JEFFREY A Sum	TRAV ADVANCE	00118390	11000119	TRAV ADV-PALM PRINT SCHOOL	10/14/11	218880	850.00-
00001 BYRD, JEFFREY A							850.00-
CARTLIDGE, ANDY Sum	TRAV ADVANCE	00118452	11000168	TRAV ADV-MS FIRE INV SMNAR	10/14/11	218883	350.00-
00001 CARTLIDGE, ANDY							350.00-
CENTER FOR GOVERNMENTAL Sum	REG-MYERS 12	00118506	11000257	REG-MYERS-WINTER ED CONF-JKSN	10/14/11	218884	200.00-
00001 CENTER FOR GOVERNMENTAL	REG-SCHWANDT	00118506	11000258	REG-SCHWANDT-ED CONF-JACKSON	10/14/11	218885	200.00-
CENTER FOR GOVERNMENTAL Sum							400.00-
CINTAS FIRST AID J71 Sum	0J71080061	00118346	11000303	WORK GLOVES-STREET	10/14/11	218887	1,136.20-
00001 CINTAS FIRST AID J71							1,136.20-
CITY OF HATTIESBURG FUND Sum	10/05/11	00201223	11000032	TRF 1ST 10/2011 PAYROLL	10/05/11	15071	824,979.26-
00001 CITY OF HATTIESBURG FUND							824,979.26-
CLARION LEDGER (ADVERTIS Sum	C19347	36289	00118484	11000233 PROOFS PUBLICATION 911	10/14/11	218889	267.78-
00001 CLARION LEDGER (ADVERTIS							267.78-
CLINICAL SOLUTIONS Sum	JAIL DRUGS 8	00118546	11000262	LAMAR CTY JAIL DRUGS 8/11	10/14/11	218890	20.97-
00001 CLINICAL SOLUTIONS							20.97-
COMCAST CABLEVISION OF H Sum	095776410200	00118234	11000062	BRDBAND SERV #7 FIRE STA	10/14/11	218892	51.49-
00001 COMCAST CABLEVISION OF H							51.49-
COMPREHENSIVE RADIOLOGY Sum	03281020201	00118533	11000263	SERVS 8/29/11 FAIRLEY-PRISONR	10/14/11	218894	235.00-
00001 COMPREHENSIVE RADIOLOGY	03281020201	00118533	11000264	SERVS 8/29/11 FAIRLEY-PRISONR	10/14/11	218894	285.00-
00001 COMPREHENSIVE RADIOLOGY	03276769101	00118533	11000265	SERVS 8/18/11 MCSWAIN-PRISNR	10/14/11	218894	530.00-
COMPREHENSIVE RADIOLOGY Sum							1,050.00-
00001 COURT PROGRAMS INC	11	00118474	11000227	TRACKERPAL PROG 9/11 COURT	10/14/11	218896	1,480.75-
COURT PROGRAMS INC Sum							1,480.75-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 14, 2011

Page 4
Date - 10/13/11

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COURTESY MOTORS INC	369302	00118215	11000099	REPR PTS U#16653 POLICE	10/14/11	218997	226.05-
00001 COURTESY MOTORS INC	369676	00118411	11000343	REPR PTS U#14677 SANIT	10/14/11	218897	54.88-
COURTESY MOTORS INC							280.93-
Sum							
00001 COURTNEY'S RESTAURANT EQ	6303	00118429	11000182	ICE MAKER REPR #6 FIRE STA	10/14/11	218898	268.70-
COURTNEY'S RESTAURANT EQ							268.70-
Sum							268.70-
00001 CRAIN TRACTOR & EQUIPMEN	R058066	00118369	11000316	REPRS U#9700 STREET	10/14/11	218900	2,344.86-
CRAIN TRACTOR & EQUIPMEN							2,344.86-
Sum							75.00-
00001 DIXIE GLASS CO INC	36623	00118313	11000131	FRONT DOOR LOCK REPR-ACADEMY	10/14/11	218908	75.00-
DIXIE GLASS CO INC							75.00-
Sum							75.00-
00001 ECO-SYSTEMS INC	20110451	00118348	11000092	SERVS-BROWNSFIELD GRANT	10/14/11	218914	61,221.45-
ECO-SYSTEMS INC							61,221.45-
Sum							61,221.45-
00001 ECONOMY SUPPLY CO	159895	00117906	11000151	SHELF STANDS-CITY HALL ADM	10/14/11	218915	70.40-
00001 ECONOMY SUPPLY CO	159020	00117757	11000175	BLDG MATLS #3 FIRE STA	10/14/11	218915	840.70-
00001 ECONOMY SUPPLY CO	159098	00117827	11000345	BLDG MATLS #3 FIRE STA	10/14/11	218915	132.80-
00001 ECONOMY SUPPLY CO	159114	00117895	11000346	BLDG MATLS #3 FIRE STA	10/14/11	218915	191.80-
ECONOMY SUPPLY CO							1,235.70-
Sum							1,235.70-
00001 EDKO LLC	320839	00118255	11000138	HERBICIDE APPL-DRNGE CHANNELS	10/14/11	218916	12,088.20-
EDKO LLC							12,088.20-
Sum							12,088.20-
00001 ELKINS WHOLESALE INC	119154-00	00117726	11000133	JANIT SUPP-FIRE DEPT	10/14/11	218919	290.03-
00001 ELKINS WHOLESALE INC	121383-0	00118226	11000336	JANIT SUPP-FIRE DEPT	10/14/11	218919	1,579.77-
00001 ELKINS WHOLESALE INC	121383-01	00118226	11000337	JANIT SUPP-FIRE DEPT	10/14/11	218919	16.18-
ELKINS WHOLESALE INC							1,885.98-
Sum							1,885.98-
00001 EMERGENCY EQUIPMENT PROF	401057	00118219	11000134	SCBA COMPRESSOR REPR-FIRE	10/14/11	218920	679.75-
EMERGENCY EQUIPMENT PROF							679.75-
Sum							679.75-
00001 EVANS, JERRY PA	326	00118505	11000248	SERV 2/7-9/16 LAMAR PK WATER	10/14/11	218924	1,133.00-
EVANS, JERRY PA							1,133.00-
Sum							1,133.00-
00001 FLEET SAFETY EQUIPMENT I	111501	00117435	11000027	EQUIPMENT-NEW POLICE UNITS	10/14/11	218929	5,154.50-
FLEET SAFETY EQUIPMENT I							5,154.50-
Sum							5,154.50-

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FLEET SAFETY EQUIPMENT I Sum							
00001 FONTAINE, ANTHONY				TRAVEL REIMB 00118314 11000129 EXPNS-PPCT TRNG-HUNTSVILLE,AL	10/14/11	218930	5,154.50-
Fontaine, ANTHONY Sum							
00001 FORD, PHILLIP	10/04/11	00020121	11000004	PETTY CASH FOR NEW F/Y	10/04/11	15056	77.90-
FORD, PHILLIP Sum							
00001 FORENSICS SOURCE	111-123989	00117611	11000028	SUPPLIES-CRIME SCENE UNIT	10/14/11	218931	800.00-
FORENSICS SOURCE Sum							
00001 FORESTRY SUPPLIERS INC	240377-00	00118454	11000317	SURVEY SUPP-ENGR	10/14/11	218932	208.73-
FORESTRY SUPPLIERS INC Sum							
00001 FORREST CTY CHANCERY CLK		00118286	11000135	BILLING #13-JAIL EXPENSE	10/14/11	218933	123.47-
FORREST CTY CHANCERY CLK Sum							
00001 FORREST CTY DISTRICT ATT		00201122	11000080	BAD CHECK RECOVERY FEE	10/14/11	218934	13,798.91-
FORREST CTY DISTRICT ATT Sum							
00001 FORREST CTY HEALTH DEPT	HEP B VACCIN 00118402	11000148	HEP B VACCINES-WATER DEPT		10/14/11	218935	40.00-
00001 FORREST CTY HEALTH DEPT	HEP B VACCIN 00118403	11000149	HEP B VACCINES-WALTER GREEN		10/14/11	218935	540.00-
FORREST CTY HEALTH DEPT Sum							
00001 FORREST CTY SUPERVISORS	JAIL 8/11 EX 00118531	11000275	JAIL 8/11 EXPENSES		10/14/11	218936	90.00-
00001 FORREST CTY SUPERVISORS	JAIL 8/11 ME 00118531	11000276	JAIL 8/11 MEDICAL		10/14/11	218936	80,430.00-
FORREST CTY SUPERVISORS Sum							
00001 FORREST CTY TAX COLLECTO	BRUCE KEYS 5 00201221	11000143	MERCHANT FEE & FINE		10/14/11	218937	2,077.66-
FORREST CTY TAX COLLECTO Sum							
00001 FORREST GENERAL HOSP-PHA	79360	00118535	11000270	JAIL DRUGS 8/11	10/14/11	218938	82,507.66-
FORREST GENERAL HOSP-PHA Sum							
00001 FORREST GENERAL HOSPITAL	32810202	FAT 00118532	11000266	SERVS 8/28/11 FAIRLEY-PRISONR	10/14/11	218939	116.00-
FORREST GENERAL HOSP-PHA Sum							
00001 FORREST GENERAL HOSPITAL	32810202	FAT 00118532	11000266	SERVS 8/28/11 FAIRLEY-PRISONR	10/14/11	218939	261.33-
FORREST GENERAL HOSP-PHA Sum							
00001 FORREST GENERAL HOSPITAL	32810202	FAT 00118532	11000266	SERVS 8/28/11 FAIRLEY-PRISONR	10/14/11	218939	261.33-
FORREST GENERAL HOSP-PHA Sum							
00001 FORREST GENERAL HOSPITAL	32810202	FAT 00118532	11000266	SERVS 8/28/11 FAIRLEY-PRISONR	10/14/11	218939	13,545.97-
FORREST GENERAL HOSP-PHA Sum							

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00001 FORREST GENERAL HOSPITAL	32810202	15%	00118532	11000267 15% CONT ADJ	10/14/11	218939	2,013.89
00001 FORREST GENERAL HOSPITAL	32797144	MC1	00118532	11000268 SERV 8/22/11 MCINTRYE-PRSNR	10/14/11	218939	1,322.80
00001 FORREST GENERAL HOSPITAL	32797144	15%	00118532	11000269 15% CONT ADJ	10/14/11	218939	198.42
00001 FORREST GENERAL HOSPITAL	32767691	MCS	00118614	11000339 SERV 8/18/11 MCSWAIN-PRISONR	10/14/11	218939	3,207.25
00001 FORREST GENERAL HOSPITAL	32767691	15%	00118614	11000340 15% CONT ADJ	10/14/11	218939	481.08
FORREST GENERAL HOSPITAL							15,382.63-
Sum							
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 1	00118440	11000155	EAP CHARGE 10/11	10/14/11	218940	1,785.00-
FORREST GENERAL HOSPITAL							1,785.00-
Sum							
00001 FUELMAN OF MS	BG127044 NP3	00118199	11000021	CHGS 6/28/11 TATE-FED PROG	10/14/11	218941	5.18-
00001 FUELMAN OF MS	BG127044 NP3	00118220	11000023	FUEL CHGS 9/19-25/11 POLICE	10/14/11	218941	118.88-
00001 FUELMAN OF MS	BG127044 NP3	00118496	11000236	FUEL CHGS U#14701 FIRE DEPT	10/14/11	218941	61.15-
00001 FUELMAN OF MS	BG127044 NP3	00118530	11000324	FUEL CHGS 9/26-10/02 POLICE	10/14/11	218941	136.45-
FUELMAN OF MS							
Sum							321.66-
00001 G & K SERVICES	1035193777	00118210	11000040	UNIFORM/MOP 9/06 ENGR	10/14/11	218944	8.50-
00001 G & K SERVICES	1035195930	00118210	11000041	UNIFORMS/MOP 9/13 ENGR	10/14/11	218944	8.50-
00001 G & K SERVICES	1035198086	00118210	11000042	UNIFORMS/MOP 9/20 ENGR	10/14/11	218944	8.50-
00001 G & K SERVICES	1035200241	00118210	11000043	UNIFORMS/MOP 9/27 ENGR	10/14/11	218944	8.50-
00001 G & K SERVICES	1035193774	00118565	11000278	UNIFORMS 9/06 TRAFFIC	10/14/11	218944	17.10-
00001 G & K SERVICES	1035195927	00118565	11000279	UNIFORMS 9/13 TRAFFIC	10/14/11	218944	17.10-
00001 G & K SERVICES	1035198083	00118565	11000280	UNIFORMS 9/20 TRAFFIC	10/14/11	218944	17.10-
00001 G & K SERVICES	1035200233	00118565	11000281	UNIFORMS 9/27 TRAFFIC	10/14/11	218944	17.10-
00001 G & K SERVICES	1035193773	00118565	11000282	UNIFORMS 9/06 CONSTR	10/14/11	218944	47.50-
00001 G & K SERVICES	1035195926	00118565	11000283	UNIFORMS 9/13 CONSTR	10/14/11	218944	47.50-
00001 G & K SERVICES	1035198082	00118565	11000284	UNIFORMS 9/20 CONSTR	10/14/11	218944	47.50-
00001 G & K SERVICES	1035200234	00118565	11000285	UNIFORMS 9/27 CONSTR	10/14/11	218944	48.00-
00001 G & K SERVICES	1035193775	00118565	11000286	MATS 9/03 CONSTR	10/14/11	218944	2.95-
00001 G & K SERVICES	1035195928	00118565	11000287	MATS 9/13 CONSTR	10/14/11	218944	2.95-
00001 G & K SERVICES	1035198084	00118565	11000288	MATS 9/20 CONSTR	10/14/11	218944	2.95-
00001 G & K SERVICES	1035200244	00118565	11000289	MATS 9/27 CONSTR	10/14/11	218944	2.95-
00001 G & K SERVICES	1035194619	00118565	11000290	UNIFORMS 9/08 AIRPORT	10/14/11	218944	7.60-
00001 G & K SERVICES	1035196783	00118565	11000291	UNIFORMS 9/15 AIRPORT	10/14/11	218944	7.60-
00001 G & K SERVICES	1035198915	00118565	11000292	UNIFORMS 9/22 AIRPORT	10/14/11	218944	7.60-
00001 G & K SERVICES	1035201089	00118565	11000293	UNIFORMS 9/29 AIRPORT	10/14/11	218944	7.60-
G & K SERVICES							
Sum							335.10-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00118223	11000019	CAFE PLAN ADM FEES 9/11	10/14/11	218945	293.15-
G G A ADMINISTRATORS							
Sum							293.15-
00001 GALL'S INC	511659894	00117290	11000160	SILVER WHISTLES-POLICE	10/14/11	218946	150.15-
GALL'S INC							
Sum							150.15-
00001 GEIGER MIDSOUTH (BROTHER	2085255	00115222	11000228	FOOTBALLS-ADVERTISING-M/ADM	10/14/11	218948	644.44-

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GEIGER MIDSOUTH (BROTHER	2109307	00115222	11000229	KEY TAGS-ADVERTISING-M/ADM	10/14/11	218948	829.15-
00001 GEIGER MIDSOUTH (BROTHER	2109308	00115222	11000230	QUILL PENS-ADVERTISING-M/ADM	10/14/11	218948	813.27-
00001 GEIGER MIDSOUTH (BROTHER	2112991	00115222	11000231	UNBRELAS-ADVERTISING-M/ADM	10/14/11	218948	600.18-
00001 GEIGER MIDSOUTH (BROTHER	2141672	00115222	11000232	INK PENS-ADVERTISING-M/ADM	10/14/11	218948	863.77-
GEIGER MIDSOUTH (BROTHER							3,750.81-
Sum							
00001 GERMANY, GENEVA O	TRAV ADVANCE	00118455	11000169	TRAV ADV-MS FIRE INV SMNAR	10/14/11	218950	271.00-
GERMANY, GENEVA O							
Sum							271.00-
00001 H'BURG AMERICAN ACCT #1	H12998	36303	00118483	11000234 PROOFS PUBLICATION 9/11	10/14/11	218956	2,363.66-
H'BURG AMERICAN ACCT #1							2,363.66-
Sum							
00001 H'BURG CLINIC PA (ACCT#2	2500-52-0286	00118291	11000115	PRE-EMP EXAMS-LATERALS	10/14/11	218957	462.00-
00001 H'BURG CLINIC PA (ACCT#2	2800-57-7113	00118475	11000235	PRE-EMP EXAM-TEDEORD-POLICE	10/14/11	218957	275.00-
H'BURG CLINIC PA (ACCT#2							737.00-
Sum							
00001 H'BURG PAINT AND DECORAT	E32139	00118419	11000305	PAINT SUPP-PUBLIC WORKS	10/14/11	218958	53.98-
H'BURG PAINT AND DECORAT							53.98-
Sum							
00001 HANGER PROSTHETICS & ORT	Z5E1XIB1PNB1	00118536	11000271	SERVS 8/29/11 FAIRLEY-PRISONR	10/14/11	218960	32.00-
HANGER PROSTHETICS & ORT							32.00-
Sum							
00001 HARVEY, ROBERT G	10/04/11	00020121	11000003	PETTY CASH FOR NEW F/Y	10/04/11	15055	300.00-
HARVEY, ROBERT G							300.00-
Sum							
00001 HEALTHWORKS LLC	2500-24-2716	00118334	11000091	EMP DRUG SCREEN	10/14/11	218965	40.00-
00001 HEALTHWORKS LLC	2500-52-0286	00118290	11000116	PRE-EMP EXAM-LATERAL	10/14/11	218965	337.00-
00001 HEALTHWORKS LLC	2500-24-2716	00118567	11000249	EMP DRUG SCREENS	10/14/11	218965	358.00-
HEALTHWORKS LLC							735.00-
Sum							
00001 HILL, LEROY COFFEE CO IN	5642	00118561	11000244	COFFEE SERV-M/ADM	10/14/11	218968	124.20-
HILL, LEROY COFFEE CO IN							124.20-
Sum							
00001 HOME BAKE AND CANDY SHOP	53293	00118137	11000088	CAKE 10/4 CERT GRADUATES	10/14/11	218969	94.95-
HOME BAKE AND CANDY SHOP							94.95-
Sum							
00001 ICE PLANT INC	0355415	00118204	11000044	BAGS/ICE 9/29 PUBLIC WORKS	10/14/11	218971	195.02-

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ICE PLANT INC Sum	0363566	00118204	11000045	BAGS/ICE 9/21 PUBLIC WORKS	10/14/11	218971	122.50-
00001 ICE PLANT INC							317.52-
INTERFACE SECURITY SYSTE Sum	15376494	00118497	11000238	SECURITY 10/11 HILND CEM OFFC	10/14/11	218974	29.95-
00001 INTERFACE SECURITY SYSTE							29.95-
IRBY, STUART C CO Sum	5006233709.0	00117756	11000048	ELEC SUPP-AIRPORT	10/14/11	218975	161.76-
00001 IRBY, STUART C CO							161.76-
JACKSON, DESTINY Sum	10/04/11	00020121	11000002	PETTY CASH FOR NEW F/Y	10/04/11	15054	900.00-
00001 JACKSON, DESTINY							900.00-
JACKSON, ROOSEVELT III Sum	815518 815519	00118272 00118380	11000314 11000315	CLEAN, SAND, STAIN PAINT OFFICE WALLS	10/14/11 10/14/11	218977 218977	1,585.00- 1,500.00-
00001 JACKSON, ROOSEVELT III							3,085.00-
KELLY SERVICES INC Sum	35286132 36337236 37364465	00118401 00118401 00118401	11000186 11000187 11000188	TEMP-FOSTER W/E 9/04/11 IDC TEMP-FOSTER W/E 9/11/11 IDC TEMP-FOSTER W/E 9/18/11 IDC	10/14/11 10/14/11 10/14/11	218990 218990 218990	472.00- 377.60- 472.00-
00001 KELLY SERVICES INC							1,321.60-
KENTWOOD SPRINGWATER Sum	43481	00118528	11000260	DRINKING WATER-POLICE DEPT	10/14/11	218991	105.35-
00001 KENTWOOD SPRINGWATER							105.35-
LAMAR CTY SHERIFF Sum	JAIL 9/11	00118534	11000277	JAIL EXPENSE 9/11	10/14/11	218995	2,300.00-
00001 LAMAR CTY SHERIFF							2,300.00-
LANDSDALE, CHARLES STEVEN Sum	00118398	11000170	EXPENS-CONFINED SPACE CLASS		10/14/11	218997	87.13-
00001 LANDSDALE, CHARLES STEVEN							87.13-
LEXISNEXIS MATTHEW BENDE Sum	22725393	00118285	11000093	MS CODE 2011 CITATOR-POLICE	10/14/11	219000	50.71-
00001 LEXISNEXIS MATTHEW BENDE							50.71-
LOWE'S OF HATTIESBURG IN Sum	953442 967180 924828 967334	00117753 00117656 00117383 00117383	11000176 11000191 11000192 11000202	BLDG MATLS #3 FIRE STA MAILBOX/SUPP-SHOP HAND TOOLS CONSTR DEPT BAL STMT	10/14/11 10/14/11 10/14/11 10/14/11	219002 219002 219002 219002	196.44- 149.76- 41.59- 25.10
00001 LOWE'S OF HATTIESBURG IN							50.71-

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LOWE'S OF HATTIESBURG IN	00001 LOWE'S OF HATTIESBURG IN 935659	00117070	11000203	FIBERCLAY URN-ENGR	10/14/11	219002	71.98-
Sum	00001 LOWE'S OF HATTIESBURG IN 35156	00117070	11000204	BAL STMT	10/14/11	219002	71.98
LOWE'S OF HATTIESBURG IN	Sum						362.69-
MAULDIN COMPANY	00001 MAULDIN COMPANY 102721	00118284	11000311	REPR PTS U#15515 STREET	10/14/11	219005	233.46-
Sum	00001 MAULDIN COMPANY 102769	00118441	11000344	IGNITION SWITCH-AIRPORT	10/14/11	219005	38.36-
MAULDIN COMPANY	Sum						271.82-
MAULDINS GARDEN CENTER L	00001 MAULDINS GARDEN CENTER L 156432	00117715	11000039	PLANTS-ENGR DEPT DECOR	10/14/11	219006	94.00-
Sum							94.00-
MCCAIN UNIFORMS	00001 MCCAIN UNIFORMS 210086-1	00117561	11000025	UNIFORM BOOTS-SHAPELEY-POLICE	10/14/11	219007	70.00-
Sum							70.00-
MCELHANEY PLUMBING INC	00001 MCELHANEY PLUMBING INC 187330	00118071	11000046	PLUMBING SUPP-FESTIVAL-CONSTR	10/14/11	219008	523.95-
Sum	00001 MCELHANEY PLUMBING INC 188689	00118368	11000166	DRILL BITS-CONSTR PROJ-ACDMY	10/14/11	219008	59.90-
	00001 MCELHANEY PLUMBING INC 189009	00118345	11000301	PLUMB SUPP #3 FIRE STA	10/14/11	219008	111.80-
	00001 MCELHANEY PLUMBING INC 189146	00118321	11000318	ELEC HAND TOOLS-LEE-CONSTR	10/14/11	219008	95.69-
MCELHANEY PLUMBING INC	Sum						791.34-
MCRANEY, SCOTT C	00001 MCRANEY, SCOTT C TRAV ADVANCE	00118453	11000171	TRAV ADV-MS FIRE INV SMNAR	10/14/11	219010	271.00-
Sum							271.00-
METRO CRIMESTOPPERS INC	00001 METRO CRIMESTOPPERS INC 10/04/11	00201212	11000015	CITY COURT COSTS 09/2011	10/04/11	15069	969.48-
Sum							969.48-
METRO PCS WIRELESS INC	00001 METRO PCS WIRELESS INC 636513	00118295	11000117	SERVS-INVESTIGATION-POLICE	10/14/11	219012	50.00-
Sum							50.00-
METRO PCS WIRELESS INC	Sum						50.00-
MID SOUTH GLASS INC	00001 MID SOUTH GLASS INC 0037124	00118374	11000319	GLASS REPLCMNT-CONSTR	10/14/11	219013	41.25-
Sum							41.25-
MID SOUTH GLASS INC	Sum						41.25-
MID SOUTH UNIFORM & SUPP	00001 MID SOUTH UNIFORM & SUPP 468530	00117901	11000026	NAME TAG-HOLDEN-POLICE	10/14/11	219014	20.70-
Sum	00001 MID SOUTH UNIFORM & SUPP 469010	00118271	11000158	UNIFORM SHOES COOK/MURRAY	10/14/11	219014	135.00-
MID SOUTH UNIFORM & SUPP	Sum						155.70-
MID SOUTH UNIFORM & SUPP	Sum						155.70-
MIKE'S TIRE & WHEEL CO	00001 MIKE'S TIRE & WHEEL CO 2156558	00118432	11000320	TIRES U#11970 CONSTR	10/14/11	219015	399.66-

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MIKE'S TIRE & WHEEL CO Sum							
00001 MISENHILTER, EUGENE F	TRAV ADVANCE	00118389	11000120	TRAV ADV-MACP ED CONF-UNIV,MS	10/14/11	219018	399.66-
MISENHILTER, EUGENE F Sum							605.00-
00001 MITCHELL TOOL SALES & SE	81338	00117486	11000127	JACKS-TRENCH RESCUE TRAINING	10/14/11	219019	540.00-
MITCHELL TOOL SALES & SE Sum							540.00-
00001 MOLLY MAID	SERVS 10/11	00118498	11000239	SERVS 10/11 HILND CEM OFFICE	10/14/11	219020	245.00-
MOLLY MAID Sum							245.00-
00001 MOMAR INC	A50259	00118326	11000342	SEALANTS-CONSTR DEPT	10/14/11	219021	273.74-
MOMAR INC Sum							273.74-
00001 MORSE, BRYAN	TRAVEL REIMB	00118315	11000130	EXPNS-PPCT TRNG-HUNTSVILLE,AL	10/14/11	219025	370.65-
MORSE, BRYAN Sum							370.65-
00001 MS ASSN GOVT PURCH/PROP	REG-UNDERWOO	00118559	11000259	REG-UNDERWOOD-CONF-NATCHEZ	10/14/11	219026	150.00-
MS ASSN GOVT PURCH/PROP Sum							150.00-
00001 MS ASSN OF CHIEFS OF POL	REG-BOLTON 1	00118386	11000124	REG-BOLTON-CONF-UNIV,MS	10/14/11	219027	250.00-
00001 MS ASSN OF CHIEFS OF POL	REG-MISENHIL	00118388	11000125	REG-MISENHILTER-CONF-UNIV,MS	10/14/11	219027	250.00-
MS ASSN OF CHIEFS OF POL Sum							500.00-
00001 MS BUSINESS JOURNAL	556961 DUPRE	00118557	11000242	SUBSCRIPT RNWL-DUPREE	10/14/11	219028	98.00-
MS BUSINESS JOURNAL Sum							98.00-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	00201225	11000074	NCIC MAINT 9/11 POLICE DEPT	10/14/11	219029	224.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	00201217	11000079	LONG DIST CHGS 8/11	10/14/11	219029	10,595.51-
MS DEPT OF INFORMATION T Sum							10,819.51-
00001 MS ECONOMIC COUNCIL	11-2011-1115	00118547	11000247	MBRSHP RNWL-DUPREE	10/14/11	219030	275.00-
MS ECONOMIC COUNCIL Sum							275.00-
00001 MS EMBROIDERY COMPANY	6674	00118072	11000063	EMBROIDER SHIRTS-PRESLEY-FIRE	10/14/11	219031	39.00-

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MS EMBROIDERY COMPANY							
Sum							39.00-
00001 MS FIRE INVESTIGATORS AS REG-CARTLIDG		00118407	11000172	REG-CARTLIDG-SMNAR-VICKSBURG	10/14/11	219032	125.00-
00001 MS FIRE INVESTIGATORS AS REG-MCRANEY		00118407	11000173	REG-MCRANEY-SMNAR-VICKSBURG	10/14/11	219032	125.00-
00001 MS FIRE INVESTIGATORS AS REG-GERMANY		00118407	11000174	REG-GERMANY-SMNAR-VICKSBURG	10/14/11	219032	125.00-
MS FIRE INVESTIGATORS AS							
Sum							375.00-
00001 MS MUNICIPAL LEAGUE	15923	00118570	11000256	MBRSHD DUES 10/11-9/12	10/14/11	219033	14,097.00-
MS MUNICIPAL LEAGUE							
Sum							14,097.00-
00001 MS MUNICIPAL WORKERS' CO	3576	00118225	11000051	1ST INSTLMNT FY 10/11-9/12	10/14/11	219034	243,663.00-
MS MUNICIPAL WORKERS' CO							
Sum							243,663.00-
00001 MS POWER COMPANY	10/11 GENERA	00020121	11000206	MONTHLY ELEC-GENERAL	10/14/11	219035	5,105.37-
MS POWER COMPANY							
Sum							5,105.37-
00001 MS STATE/TREASURER/FINAN	10/04/11	00201211	11000009	FINE COLLECTIONS 09/11	10/04/11	15062	72,621.13-
MS STATE/TREASURER/FINAN							
Sum							72,621.13-
00001 MYERS, EDGAR R	TRAVEL REIMB	00118571	11000251	EXPNS-MASTER MUN CLK COURSE	10/14/11	219037	409.65-
MYERS, EDGAR R							
Sum							409.65-
00001 NAPA AUTO PARTS	452553	00117918	11000100	REPR PTS U#16422 POLICE	10/14/11	219040	239.15-
00001 NAPA AUTO PARTS	452555	00117918	11000101	REPR PTS U#17595 POLICE	10/14/11	219040	68.16-
00001 NAPA AUTO PARTS	452558	00117918	11000102	REPR PTS STOCK-POLICE	10/14/11	219040	279.68-
00001 NAPA AUTO PARTS	452560	00117918	11000103	REPR PTS U#17707 POLICE	10/14/11	219040	67.03-
00001 NAPA AUTO PARTS	452562	00117918	11000104	REPR PTS U#16649 POLICE	10/14/11	219040	132.99-
00001 NAPA AUTO PARTS	452565	00117918	11000105	REPR PTS U#16415 POLICE	10/14/11	219040	135.97-
00001 NAPA AUTO PARTS	452566	00117918	11000106	REPR PTS U#17315 POLICE	10/14/11	219040	97.30-
00001 NAPA AUTO PARTS	452568	00117918	11000107	REPR PTS U#14727 POLICE	10/14/11	219040	260.06-
00001 NAPA AUTO PARTS	452570	00117918	11000108	REPR PTS STOCK-POLICE	10/14/11	219040	192.23-
00001 NAPA AUTO PARTS	452572	00117918	11000109	REPR PTS U#16653 POLICE	10/14/11	219040	209.04-
00001 NAPA AUTO PARTS	452574	00117918	11000110	REPR PTS U#14065 POLICE	10/14/11	219040	122.34-
00001 NAPA AUTO PARTS	452576	00117918	11000111	REPR PTS U#17596 POLICE	10/14/11	219040	136.32-
00001 NAPA AUTO PARTS	452578	00117918	11000112	REPR PTS U#12556 POLICE	10/14/11	219040	154.37-
00001 NAPA AUTO PARTS	452580	00117918	11000113	REPR PTS U#12556 POLICE	10/14/11	219040	134.35-
00001 NAPA AUTO PARTS	452581	00117918	11000114	REPR PTS U#12556 POLICE	10/14/11	219040	220.32-
00001 NAPA AUTO PARTS	452583	00118301	11000177	REPR PTS U#14145 FIRE	10/14/11	219040	71.43-
00001 NAPA AUTO PARTS	452601	00118297	11000312	VARI FILTERS PUB WORKS UNITS	10/14/11	219040	1,749.01-
00001 NAPA AUTO PARTS	452893	00118213	11000325	REPR PTS U#16756 POLICE	10/14/11	219040	68.39-
00001 NAPA AUTO PARTS	452895	00118213	11000326	REPR PTS U#12748 POLICE	10/14/11	219040	154.30-
00001 NAPA AUTO PARTS	452896	00118213	11000327	REPR PTS U#16756, U#16755	10/14/11	219040	585.62-
00001 NAPA AUTO PARTS	452899	00118213	11000328	REPR PTS U#16650 POLICE	10/14/11	219040	337.90-

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NAPA AUTO PARTS	452901	00118213	11000329	REPR PTS U#16650 POLICE	10/14/11	219040	16.80-
00001 NAPA AUTO PARTS	452903	00118213	11000330	REPR PTS U#17789 POLICE	10/14/11	219040	109.07-
00001 NAPA AUTO PARTS	452904	00118213	11000331	REPR PTS U#17789 POLICE	10/14/11	219040	62.36-
00001 NAPA AUTO PARTS	452906	00118213	11000332	REPR PTS U#14545 POLICE	10/14/11	219040	3.98-
00001 NAPA AUTO PARTS	452907	00118213	11000333	REPR PTS U#14140 POLICE	10/14/11	219040	40.30-
00001 NAPA AUTO PARTS	452909	00118213	11000334	REPR PTS U#14140 POLICE	10/14/11	219040	7.38-
NAPA AUTO PARTS							
Sum							5,655.85-
00001 NATL LEAGUE OF CITIES/CO	REG-DELGADO	00118555	11000241	REG-DELGADO-CONF-PHOENIX	10/14/11	219041	1,100.00-
NATL LEAGUE OF CITIES/CO							
Sum							1,100.00-
00001 NEWELL PAPER COMPANY	516596	00117455	11000142	JANIT SUPP-POLICE DEPT	10/14/11	219044	128.25-
00001 NEWELL PAPER COMPANY	515392	00117529	11000147	PAPER TOWELS-ACCTG/PURCH	10/14/11	219044	136.00-
00001 NEWELL PAPER COMPANY	517302	00118311	11000165	JANIT SUPP P/F ACADEMY	10/14/11	219044	88.70-
NEWELL PAPER COMPANY							
Sum							352.95-
00001 NEWSWEEK	SUBSCRIPT RN	00118558	11000243	SUBSCRIPT RNWL-DUPREE/BROWN	10/14/11	219045	59.00-
NEWSWEEK							
Sum							59.00-
00001 NORDAN SMITH WELDING SUP	1007978	00118426	11000164	CYL RENT 9/10 VARI DEPTS	10/14/11	219047	401.70-
00001 NORDAN SMITH WELDING SUP	1012875	00118263	11000321	WELDING SUPP-AIRPORT MAINT	10/14/11	219047	84.50-
NORDAN SMITH WELDING SUP							
Sum							486.20-
00001 NORTHERN TOOL & EQUIP CO	24678663	00117244	11000049	STEEL FORKS-AIRPORT MAINT	10/14/11	219048	885.14-
NORTHERN TOOL & EQUIP CO							
Sum							885.14-
00001 OREGON, DESOLLADO ROSAR	MUNICIPAL CO	00201120	11000081	MUNICIPAL COURT REFUND	10/14/11	219049	400.00-
OREGON, DESOLLADO ROSAR							
Sum							400.00-
00001 OFFICE DEPOT INC	1390230192	00117847	11000050	OFFICE SUPP P/F ACADEMY	10/14/11	219051	45.00-
00001 OFFICE DEPOT INC	575470681001	00116967	11000053	OFFICE SUPP-MPO	10/14/11	219051	18.98-
00001 OFFICE DEPOT INC	575470682001	00116967	11000054	OFFICE SUPP-MPO	10/14/11	219051	117.69-
00001 OFFICE DEPOT INC	575470684001	00116967	11000055	OFFICE SUPP-MPO	10/14/11	219051	58.76-
00001 OFFICE DEPOT INC	579894031001	00116967	11000056	OFFICE SUPP-MPO	10/14/11	219051	49.99-
00001 OFFICE DEPOT INC	1392750872	00118025	11000064	ASSEMBLE FURNITURE-LAND CODE	10/14/11	219051	160.00-
00001 OFFICE DEPOT INC	580218170001	00118025	11000065	OFFICE FURNITURE-LAND CODE	10/14/11	219051	505.00-
00001 OFFICE DEPOT INC	580218795001	00118025	11000066	OFFICE FURNITURE-LAND CODE	10/14/11	219051	87.99-
00001 OFFICE DEPOT INC	580523382001	00116998	11000070	OFFICE SUPP-POLICE ADM	10/14/11	219051	9.00-
00001 OFFICE DEPOT INC	1392752243	00118031	11000087	PRINTER TONER-JACKSON-U DEV	10/14/11	219051	74.09-
00001 OFFICE DEPOT INC	1395226475	00118185	11000150	OFFICE CHAIR-PLANNING	10/14/11	219051	167.99-
00001 OFFICE DEPOT INC	581155938001	00117955	11000154	COMPUTER SUPP/SCANNER-MPO	10/14/11	219051	581.10-
00001 OFFICE DEPOT INC	578366854001	00117418	11000183	OFFICE SUPP-LAND CODE	10/14/11	219051	82.57-
00001 OFFICE DEPOT INC	1388293481	00117418	11000184	OFFICE SUPP-LAND CODE	10/14/11	219051	4.54-

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00001 OFFICE DEPOT INC	578366949001	00117418	11000185	OFFICE SUPP-LAND CODE	10/14/11	219051	80.84-
00001 OFFICE DEPOT INC	1391943627	00117940	11000195	FAX MACHINE-PK OPER	10/14/11	219051	197.35-
00001 OFFICE DEPOT INC	580523381001	00116998	11000197	CREDIT RETURN	10/14/11	219051	1.75
00001 OFFICE DEPOT INC	578934804001	00117638	11000198	PROJECTORS-P/F ACADEMY	10/14/11	219051	1,399.98-
00001 OFFICE DEPOT INC	579430341001	00117638	11000199	CREDIT RETURN	10/14/11	219051	1,399.98
00001 OFFICE DEPOT INC	579228830001	00117418	11000200	OFFICE SUPP-LAND CODE	10/14/11	219051	72.20-
00001 OFFICE DEPOT INC	579228829001	00117418	11000201	CREDIT INV#579228830001	10/14/11	219051	42.22
OFFICE DEPOT INC							2,269.12-
Sum							
00001 OWENS BUSINESS MACHINES	225397	00118180	11000016	COPIER TONER-H98 SUB-STA	10/14/11	219052	84.00-
00001 OWENS BUSINESS MACHINES	225328	00118187	11000162	COPIER REPR HWY 98 SUB-STA	10/14/11	219052	239.00-
OWENS BUSINESS MACHINES							323.00-
Sum							
00001 PEANUTS TOWING SERVICE	58173	00118289	11000122	TOWING U#15452 POLICE	10/14/11	219055	65.00-
00001 PEANUTS TOWING SERVICE	57934	00118289	11000123	TOWING U#17574 POLICE	10/14/11	219055	65.00-
00001 PEANUTS TOWING SERVICE	58184	00118400	11000163	TOWING CRIME SCENE VEHICLE	10/14/11	219055	100.00-
00001 PEANUTS TOWING SERVICE	58194	00118529	11000261	TOWING CRIME SCENE VEHICLE	10/14/11	219055	100.00-
PEANUTS TOWING SERVICE							330.00-
Sum							
00001 PEARL RIVER VALLEY EPA	10210005	9/3	00020121	11000210 MONTHLY 10/11 #8 FIRE STA	10/14/11	219058	1,056.36-
00001 PEARL RIVER VALLEY EPA	4609903	9/30	00020121	11000211 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	986.05-
00001 PEARL RIVER VALLEY EPA	4609904	9/30	00020121	11000212 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	396.00-
00001 PEARL RIVER VALLEY EPA	4609905	9/30	00020121	11000213 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	442.94-
00001 PEARL RIVER VALLEY EPA	4609909	9/30	00020121	11000214 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	332.07-
00001 PEARL RIVER VALLEY EPA	4609916	9/30	00020121	11000215 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	197.79-
00001 PEARL RIVER VALLEY EPA	4609914	9/30	00020121	11000216 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	589.95-
00001 PEARL RIVER VALLEY EPA	4609927	9/30	00020121	11000217 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	166.18-
00001 PEARL RIVER VALLEY EPA	4609918	9/30	00020121	11000218 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	59.32-
00001 PEARL RIVER VALLEY EPA	4609919	9/30	00020121	11000219 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	174.84-
00001 PEARL RIVER VALLEY EPA	4609922	9/30	00020121	11000220 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	58.13-
00001 PEARL RIVER VALLEY EPA	4609921	9/30	00020121	11000221 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	167.26-
00001 PEARL RIVER VALLEY EPA	4609926	9/30	00020121	11000222 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	270.44-
00001 PEARL RIVER VALLEY EPA	4609930	9/30	00020121	11000223 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	66.90-
00001 PEARL RIVER VALLEY EPA	4609931	9/30	00020121	11000224 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	53.93-
00001 PEARL RIVER VALLEY EPA	4609932	9/30	00020121	11000225 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	18.03-
00001 PEARL RIVER VALLEY EPA	4609933	9/30	00020121	11000226 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	36.67-
PEARL RIVER VALLEY EPA							5,072.86-
Sum							
00001 PICKERING, ROBERT V	10/04/11	00020121	11000007	PETTY CASH FOR NEW F/Y	10/04/11	15059	200.00-
PICKERING, ROBERT V							200.00-
Sum							
00001 PINE BELT FORD INC	26990	00118036	11000047	REPRS U#10690 CONSTR	10/14/11	219061	225.00-
PINE BELT FORD INC							225.00-
Sum							
00001 PINE BELT OIL COMPANY IN	339175	00118254	11000083	GASOLINE-PUBLIC WORKS	10/14/11	219062	19,019.61-

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PINE BELT OIL COMPANY IN Sum							
00001 PINE BELT OIL COMPANY IN	353482	00118254	11000084	DIESEL-PUBLIC WORKS	10/14/11	219062	13,597.71-
00001 PINE BELT OIL COMPANY IN	9/1-9/30 POL	00118260	11000095	MINIT MART CHGS 9/11 POLICE	10/14/11	219062	6,270.52-
00001 PINE BELT OIL COMPANY IN	9/1-9/30 FIR	00118260	11000096	MINIT MART CHGS 9/11 FIRE	10/14/11	219062	1,509.87-
00001 PINE BELT OIL COMPANY IN	517447	00118294	11000137	MONTHLY GAS CARD FEES PUB WRKS	10/14/11	219062	472.82-
PINE BELT OIL COMPANY IN Sum							40,870.53-
00001 PINE BELT REGIONAL SOLID	100006 9/11	00118499	11000237	REFUSE DISPOSAL 9/11 SANIT	10/14/11	219063	37,946.27-
PINE BELT REGIONAL SOLID Sum							37,946.27-
00001 PIONEER RESEARCH CORP	225526	00118384	11000304	T AND A GEL STRIPPER-STREET	10/14/11	219065	664.14-
PIONEER RESEARCH CORP Sum							664.14-
00001 PITTMAN, JOHN T	10/04/11	00020121	11000005	PETTY CASH FOR NEW F/Y	10/04/11	15057	300.00-
PITTMAN, JOHN T Sum							300.00-
00001 PRESLEY, PAUL E	10/04/11	00020121	11000006	PETTY CASH FOR NEW F/Y	10/04/11	15058	800.00-
PRESLEY, PAUL E Sum							800.00-
00001 PRO TRAVEL INC	DL/HMH03 BR	00118395	11000090	BRANTLEY-HUD CONY-WASHINGTON	10/14/11	219069	405.80-
00001 PRO TRAVEL INC	AA/LYX0LJ DE	00118554	11000240	DELGADO-NLC 11/8-13 PHOENIX	10/14/11	219069	518.80-
PRO TRAVEL INC Sum							924.60-
00001 PRO-CHEM INC	0456838-IN	00118150	11000018	DEFOAMER-CITY HALL FOUNTAIN	10/14/11	219070	145.97-
PRO-CHEM INC Sum							145.97-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00118438	11000157	LOBBYING RETAINER FEES 10/11	10/14/11	219072	3,000.00-
PRUITT GROUP, THE Sum							3,000.00-
00001 RAMCO, INC	515537	00118193	11000024	MOTOR OIL-POLICE UNITS	10/14/11	219079	469.65-
RAMCO, INC Sum							469.65-
00001 RJ YOUNG COMPANY	242279	00118312	11000132	COPIER RENT 8/26-9/26 ACADEMY	10/14/11	219082	267.00-
RJ YOUNG COMPANY Sum							267.00-
00001 ROBINSON ELECTRIC SUPPLY	2127501-00	00118144	11000136	ELEC SUPP-MOBILE ST FESTIVAL	10/14/11	219083	173.34-
00001 ROBINSON ELECTRIC SUPPLY	2127730-00	00118218	11000193	ELEC SUPP MOBILE ST FESTIVAL	10/14/11	219083	95.25-

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ROBINSON ELECTRIC SUPPLY							
Sum							268.59-
00001 SACKS OUTDOOR SUPPLY	14761	00118273	11000097	CLOTH ALLOW-BASS-POLICE	10/14/11	219089	27.00-
00001 SACKS OUTDOOR SUPPLY	14764	00118335	11000098	CLOTH ALLOW-SIMS-POLICE	10/14/11	219089	109.99-
00001 SACKS OUTDOOR SUPPLY	14762	00118383	11000159	CLOTH ALLOW-BYRD-POLICE	10/14/11	219089	229.98-
SACKS OUTDOOR SUPPLY							
Sum							366.97-
SCHWANDT, MARILYN T							
Sum							1,320.08-
00001 SCHWANDT, MARILYN T	10/04/11	00020121	11000008	PETTY CASH FOR NEW F/Y	10/04/11	15060	900.00-
00001 SCHWANDT, MARILYN T	TRAV ADVANCE	00118507	11000252	TRAV ADV-WINTER ED CONF-JKSN	10/14/11	219091	400.00-
00001 SCHWANDT, MARILYN T	TRAVEL REIMB	00118581	11000253	EXPNS-MMC CRSE/WRKSHOP-STRKVL	10/14/11	219092	20.08-
SCHWANDT, MARILYN T							
Sum							1,320.08-
SHEMPER, MICHAEL J PLLC							
Sum							151.38-
00001 SHEMPER, MICHAEL J PLLC	SERVICES 9/1	00118293	11000086	SERVS 9/11 MUN COURT	10/14/11	219095	151.38-
SHERWIN-WILLIAMS COMPANY							
Sum							199.44-
00001 SHERWIN-WILLIAMS COMPANY	9240-2	00117828	11000152	SPRAY PAINT-AC VENTS C HALL	10/14/11	219096	26.45-
00001 SHERWIN-WILLIAMS COMPANY	9876-3	00117908	11000153	STAIN SUPP-SHELVES-ADM OFFC	10/14/11	219096	172.99-
SHOWS DEARMAN & WAITS IN							
Sum							150.00-
00001 SHOWS DEARMAN & WAITS IN	16612	00118228	11000068	SERVS 8/21-9/24 WATER MAPS	10/14/11	219101	150.00-
SIRCHIE FINGER PRINT LAB							
Sum							664.98-
00001 SIRCHIE FINGER PRINT LAB	0053058-IN	00118010	11000058	EVIDENCE SUPP-CRIME SCENE UNF	10/14/11	219106	64.98-
00001 SIRCHIE FINGER PRINT LAB	REG-BYRD 10/	00118391	11000126	REG-BYRD-PALM PRINT SCHOOL	10/14/11	219106	600.00-
SMITH, JIM SERVICES							
Sum							27,257.50-
00001 SMITH, JIM SERVICES	813758	00118292	11000121	A/C REPR-POLICE DEPT	10/14/11	219109	356.25-
00001 SMITH, JIM SERVICES	814602	00117247	11000144	HVAC UNITS-COUNCIL ROOM	10/14/11	219109	26,901.25-
SOUTH MS BUSINESS MACHIN							
Sum							99.00-
00001 SOUTH MS BUSINESS MACHIN	AR57603	00118268	11000139	LABOR CHGS-TIME CLOCK-SANIT	10/14/11	219111	99.00-
SOUTH MS EMERGENCY PHYSI							
Sum							2,038.00-
00001 SOUTH MS EMERGENCY PHYSI	103734301/27	00118566	11000272	SERVS 8/18/11 MCSWAIN-PRISONR	10/14/11	219112	763.00-
00001 SOUTH MS EMERGENCY PHYSI	103934459/27	00118566	11000273	SERVS 8/25/11 MCINTRYE-PRSNR	10/14/11	219112	512.00-
00001 SOUTH MS EMERGENCY PHYSI	104002832/27	00118566	11000274	SERVS 8/29/11 FAIRLEY-PRISONR	10/14/11	219112	763.00-

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SOUTHERN FINANCIAL SYSTEMS	00001 SOUTHERN FINANCIAL SYSTEMS CMCHAT 9/01/ CMCHAT2 9/01	00201226	11000075	POLICE FINES COLL.FEE	10/14/11	219114	120.38-
SOUTHERN FINANCIAL SYSTEMS	00001 SOUTHERN FINANCIAL SYSTEMS CMCHAT 9/01/ CMCHAT2 9/01	00201227	11000076	POLICE FINES COLL.FEE	10/14/11	219114	569.51-
SOUTHERN FINANCIAL SYSTEMS	Sum						689.89-
SOUTHERN PINE ELECTRIC P	00001 SOUTHERN PINE ELECTRIC P 7000212-001	00020121	11000207	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219115	7.38-
SOUTHERN PINE ELECTRIC P	00001 SOUTHERN PINE ELECTRIC P 7000212-002	00020121	11000208	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219115	1,189.48-
SOUTHERN PINE ELECTRIC P	00001 SOUTHERN PINE ELECTRIC P 77443-004 10	00020121	11000209	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219115	39.22-
SOUTHERN PINE ELECTRIC P	Sum						1,236.08-
SOUTHERN PINES ANIMAL SH	00001 SOUTHERN PINES ANIMAL SH 10/11	00118287	11000140	HANDLING, HOUSING 10/11	10/14/11	219116	9,374.00-
SOUTHERN PINES ANIMAL SH	Sum						9,374.00-
SOUTHERN TIRE MART LLC	00001 SOUTHERN TIRE MART LLC 11052893	00117080	11000029	TIRES/TUBES-POLICE STOCK	10/14/11	219117	1,044.00-
SOUTHERN TIRE MART LLC	00001 SOUTHERN TIRE MART LLC 11052520	00117280	11000030	TIRES-POLICE STOCK	10/14/11	219117	2,008.60-
SOUTHERN TIRE MART LLC	Sum						3,052.60-
SOUTHERNGROUP (GALEY)	00001 SOUTHERNGROUP (GALEY) HATT-30 1694	00118583	11000255	BOND RMWL-MYERS 11/11-11/12	10/14/11	219118	375.00-
SOUTHERNGROUP (GALEY)	00001 SOUTHERNGROUP (GALEY) HATT-30 1691	00118625	11000322	2011 M TRANSIT AUTO RENEWAL	10/14/11	219118	48,526.00-
SOUTHERNGROUP (GALEY)	00001 SOUTHERNGROUP (GALEY) HATT-30 1691	00118626	11000323	FLOOD INS RENEWAL	10/14/11	219118	6,817.00-
SOUTHERNGROUP (GALEY)	Sum						55,718.00-
STANDARD OFFICE SUPPLY C	00001 STANDARD OFFICE SUPPLY C 0017168-001	00117986	11000020	CITY ENVELOPES	10/14/11	219120	950.00-
STANDARD OFFICE SUPPLY C	00001 STANDARD OFFICE SUPPLY C 0017287-001	00118159	11000022	MESSAGE PADS-DETECTIVES	10/14/11	219120	75.80-
STANDARD OFFICE SUPPLY C	00001 STANDARD OFFICE SUPPLY C 0017278-001	00118154	11000145	COPY PAPER-MUN COURT	10/14/11	219120	800.00-
STANDARD OFFICE SUPPLY C	00001 STANDARD OFFICE SUPPLY C 0017581-001	00118331	11000146	OFFICE SUPP-MUN COURT	10/14/11	219120	109.80-
STANDARD OFFICE SUPPLY C	00001 STANDARD OFFICE SUPPLY C 0017352-001	00118184	11000189	DESK CREDENZA-QUINN-LAND CODE	10/14/11	219120	199.00-
STANDARD OFFICE SUPPLY C	00001 STANDARD OFFICE SUPPLY C 0017647-001	00118392	11000295	OFFICE SUPP-POLICE DEPT	10/14/11	219120	74.97-
STANDARD OFFICE SUPPLY C	Sum						2,209.57-
SUNBELT FIRE INC	00001 SUNBELT FIRE INC 68327	00117775	11000038	FIREWEAR HOODS-RECRUITS	10/14/11	219121	1,797.76-
SUNBELT FIRE INC	00001 SUNBELT FIRE INC 68158	00117590	11000178	REPR PTS U#11353 FIRE	10/14/11	219121	72.55-
SUNBELT FIRE INC	00001 SUNBELT FIRE INC 68157	00117590	11000179	REPR PTS U#11353 FIRE	10/14/11	219121	135.15-
SUNBELT FIRE INC	00001 SUNBELT FIRE INC 68191	00117590	11000180	REPR PTS U#11353 FIRE	10/14/11	219121	277.75-
SUNBELT FIRE INC	00001 SUNBELT FIRE INC 68256	00117590	11000181	REPR PTS U#11353 FIRE	10/14/11	219121	396.28-
SUNBELT FIRE INC	Sum						2,679.49-
THYSSENKRUPP ELEVATOR CO	00001 THYSSENKRUPP ELEVATOR CO 994638	00118296	11000141	MAINT 10/11 PINE ST GARAGE	10/14/11	219129	410.45-
THYSSENKRUPP ELEVATOR CO	Sum						410.45-
TRUCK SERVICE & EQUIPMEN	00001 TRUCK SERVICE & EQUIPMEN 303424	00117964	11000194	REPRS U#11995 FORESTRY	10/14/11	219130	1,266.00-
TRUCK SERVICE & EQUIPMEN	00001 TRUCK SERVICE & EQUIPMEN 303651	00118416	11000341	REPR PTS U#16083 STREET	10/14/11	219130	34.62-

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TRUCK SERVICE & EQUIPMEN Sum							1,300.62-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00118584	11000294	HOTEL-WML MEET 9/22-23 OXFORD	10/14/11	219132	159.43-
TRUSTMARK BUSINESS CARD Sum							159.43-
00001 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	18143/284011	00201215	11000010	GARBAGE CAN LEASE DUE 10/30/11	10/14/11	15064	23,186.40-
00001 U P S (CAROL STREAM IL)	00008E1Y1540	00118425	11000161	SERVS 9/28,9/29 POLICE	10/14/11	219133	113.65-
U P S (CAROL STREAM IL) Sum							113.65-
00001 U S POSTAL SERVICE POSTA	ACCT#3556744	00118444	11000156	MAIL MACHINE POSTAGE C HALL	10/14/11	219134	10,000.00-
U S POSTAL SERVICE POSTA Sum							10,000.00-
00001 UNDERWOOD, VERLINA	TRAV ADVANCE	00118560	11000254	TRAV ADV-MAGPPA CONF-NATCHEZ	10/14/11	219136	610.00-
UNDERWOOD, VERLINA Sum							610.00-
00001 V F W OF THE US	PARKING SPAC	00118439	11000196	PARKING SPACES 10/11	10/14/11	219139	75.00-
V F W OF THE US Sum							75.00-
00001 VETERINARY ASSOCIATES OF	8575 140465	00118209	11000031	SERVS-PENDA-POLICE K-9	10/14/11	219141	58.79-
00001 VETERINARY ASSOCIATES OF	8575 140571	00118288	11000094	SERVS/DOG FOOD-POLICE K-9	10/14/11	219141	88.20-
VETERINARY ASSOCIATES OF Sum							146.99-
00001 WATCH GUARD VIDEO	STDINV001374	00118076	11000061	VIDEO CAMERAS-NEW POLICE UNITS	10/14/11	219147	24,650.00-
WATCH GUARD VIDEO Sum							24,650.00-
00001 WATTS BROTHERS TRACTOR C	136525	00118270	11000313	REPR PTS U#16722 STREET	10/14/11	219148	261.50-
WATTS BROTHERS TRACTOR C Sum							261.50-
00001 WHLT TV CBS 22	0405002596	00118572	11000246	ADS-FITKIDZ/PKS & TRAILS	10/14/11	219149	105.00-
WHLT TV CBS 22 Sum							105.00-
00001 WILLMUT GAS & OIL COMPAN	10/11 GENERA	00020121	11000205	MONTHLY GAS-GENERAL	10/14/11	219153	286.79-

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WILLMUT GAS & OIL COMPAN
 Sum

Sum

1,767,209.67-

286.79-

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PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	238230	00118236	11000033	ANT POISON, WEEDKILLER	10/14/11	218831	404.00-
A & R FARM AND GARDEN							
Sum							404.00-
00002 ADAMS NURSERY	781623	00118118	11000011	MUMS-MOBILE/BOUIE FESTIVAL	10/14/11	218837	118.50-
ADAMS NURSERY							
Sum							118.50-
00002 AGRI-AFC LLC	1023273	00118280	11000035	GRASS SEED/FERT-VETERANS PARK	10/14/11	218839	73.00-
AGRI-AFC LLC							
Sum							73.00-
00002 ALL SOUTH PORTABLE SANIT	7365	00117214	11000027	PORTABLETS-MOBILE ST FESTIVAL	10/14/11	218840	780.00-
ALL SOUTH PORTABLE SANIT							
Sum							780.00-
00002 ALBRITTON CHAIN SAW & L	16547	00118237	11000037	WEEDEATER SUPP GRNDS MAINT	10/14/11	218841	59.70-
ALBRITTON CHAIN SAW & L							
Sum							59.70-
00002 ANNOINTED HANDS CLEANING	056	00118427	11000038	SERV 9/11 GRNDS MAINT OFFICE	10/14/11	218844	250.00-
ANNOINTED HANDS CLEANING							
Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	10750	00118235	11000019	BATTERY U#16977 GRNDS MAINT	10/14/11	218851	57.95-
00002 AUTO ARMATURE SERVICE IN	10906	00118241	11000093	STARTER U#11961 GRNDS MAINT	10/14/11	218851	139.95-
00002 AUTO ARMATURE SERVICE IN	0055	00118460	11000098	BATTERY U#13890 GRNDS MAINT	10/14/11	218851	57.95-
AUTO ARMATURE SERVICE IN							
Sum							255.85-
00002 B & B DISTRIBUTING CO	IN0107721	00118238	11000097	WEEDEATER SUPP GRNDS MAINT	10/14/11	218854	102.36-
B & B DISTRIBUTING CO							
Sum							102.36-
00002 BEACH, TRACY	OFFICIAL 9/2	00201235	11000045	OFFICIAL-ADULT SOFTBALL	10/14/11	218858	187.00-
BEACH, TRACY							
Sum							187.00-
00002 BETTS, SHERMAN	OFFICIAL 9/2	00201235	11000046	OFFICIAL-ADULT SOFTBALL	10/14/11	218861	187.00-
BETTS, SHERMAN							
Sum							187.00-
00002 BLAKNEY, IVEY	SPORTS SRVS	00201236	11000066	SPORTS SUPPORT SERVICES	10/14/11	218862	140.00-
BLAKNEY, IVEY							
Sum							140.00-

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BOND, MARK Sum	00002 BOND, MARK	OFFICIAL 9/2	00201235	11000047 OFFICIAL-ADULT SOFTBALL	10/14/11	218866	60.00-
BRELAND, CAMEICA Sum	00002 BRELAND, CAMEICA	SPORTS SRVS	00201236	11000067 SPORTS SUPPORT SERVICES	10/14/11	218870	84.00-
BUTLER, ANISSA Sum	00002 BUTLER, ANISSA	OFFICIAL 9/2	00201235	11000048 OFFICIAL-ADULT SOFTBALL	10/14/11	218879	136.00-
CARQUEST AUTO PARTS STOR Sum	00002 CARQUEST AUTO PARTS STOR	2099-146147	00118343	11000034 MOTOR OIL GRNDS MAINT UNITS	10/14/11	218882	128.16-
CICIS PIZZA Sum	00002 CICIS PIZZA	PO#117837 9/	00117837	11000007 FOOD-KHB MEETING 9/28/11 REC	10/14/11	218886	23.96-
CICIS PIZZA Sum	00002 CICIS PIZZA	401717 PO#11	00117745	11000095 FOOD-YTH CHALLENGE-MOBILE FST	10/14/11	218886	58.82-
CITY OF HATTIESBURG FUND Sum	00002 CITY OF HATTIESBURG FUND	10/05/11	00201223	11000004 TRF 1ST 10/2011 PAYROLL	10/05/11	35347	36,269.27-
COMMERCIAL STATIONERY CO Sum	00002 COMMERCIAL STATIONERY CO	319497-0	00118382	11000094 OFFICE SUPP GRNDS MAINT	10/14/11	218893	472.11-
CURTIS, MALCOLM Sum	00002 CURTIS, MALCOLM	OFFICIAL 9/2	00201235	11000049 OFFICIAL-ADULT SOFTBALL	10/14/11	218903	472.11-
DIXON, TIMOTHY Sum	00002 DIXON, TIMOTHY	SPORTS SRVS	00201236	11000068 SPORTS SUPPORT SERVICES	10/14/11	218909	68.00-
DUNAGIN PEST CONTROL(PRE Sum	00002 DUNAGIN PEST CONTROL(PRE	8189529	00118548	11000091 TERMITE TRTMT-S ANTONIO FIELD	10/14/11	218911	28.00-
DUNAGIN PEST CONTROL(PRE Sum	00002 DUNAGIN PEST CONTROL(PRE	8189529	00118548	11000091 TERMITE TRTMT-S ANTONIO FIELD	10/14/11	218911	75.00-
DUNMORE, JOHATHAN Sum	00002 DUNMORE, JOHATHAN	SPORTS SRVS	00201236	11000069 SPORTS SUPPORT SERVICES	10/14/11	218912	84.00-
EASTERLING, ISAIAH (POLL Sum	00002 EASTERLING, ISAIAH (POLL	OFFICIAL 9/2	00201235	11000050 OFFICIAL-ADULT SOFTBALL	10/14/11	218913	84.00-

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EASTERLING, ISAIAH (POLL Sum							68.00-
00002 ELKINS WHOLESALE INC	120631-00	00118143	11000009	JANIT SUPP-GRNDS MAINT	10/14/11	218919	146.40-
ELKINS WHOLESALE INC Sum							146.40-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 9/2	00201235	11000051	OFFICIAL-ADULT SOFTBALL	10/14/11	218922	68.00-
ESTERS, WILLARD (BUTCH) Sum							68.00-
00002 FAIRLEY, WILLIAM	SPORTS SRVS	00201236	11000070	SPORTS SUPPORT SERVICES	10/14/11	218925	240.00-
FAIRLEY, WILLIAM Sum							240.00-
00002 FERRELL, JOEL	OFFICIAL 9/2	00201235	11000052	OFFICIAL-ADULT SOFTBALL	10/14/11	218928	68.00-
FERRELL, JOEL Sum							68.00-
00002 FUELMAN OF MS	BG127044 NP3	00118319	11000016	FUEL CHGS-JONES-PK/REC CONF	10/14/11	218941	58.63-
FUELMAN OF MS Sum							58.63-
00002 G & K SERVICES	1035193778	00118318	11000023	UNIFORMS 9/06 GRNDS MAINT	10/14/11	218944	79.04-
00002 G & K SERVICES	1035195922	00118318	11000024	UNIFORMS 9/13 GRNDS MAINT	10/14/11	218944	84.31-
00002 G & K SERVICES	1035198075	00118318	11000025	UNIFORMS 9/20 GRNDS MAINT	10/14/11	218944	84.31-
00002 G & K SERVICES	1035200226	00118318	11000026	UNIFORMS 9/27 GRNDS MAINT	10/14/11	218944	84.31-
00002 G & K SERVICES	1035193779	00118317	11000028	MATS 9/06 GRNDS MAINT	10/14/11	218944	3.58-
00002 G & K SERVICES	1035195932	00118317	11000029	MATS 9/13 GRNDS MAINT	10/14/11	218944	3.58-
00002 G & K SERVICES	1035198088	00118317	11000030	MATS 9/20 GRNDS MAINT	10/14/11	218944	3.58-
00002 G & K SERVICES	1035200248	00118317	11000031	MATS 9/27 GRNDS MAINT	10/14/11	218944	3.58-
G & K SERVICES Sum							346.29-
00002 GALVIN, KRYSTIN	SPORTS SRVS	00201236	11000071	SPORTS SUPPORT SERVICES	10/14/11	218947	119.00-
GALVIN, KRYSTIN Sum							119.00-
00002 GEORGE'S SPORTING GOODS	04582JP	00118170	11000040	JERSEYS/EQUIP-YOUTH TACKLE	10/14/11	218949	13,322.25-
00002 GEORGE'S SPORTING GOODS	04547JP	00118261	11000041	T SHIRTS-YOUTH FLAG FOOTBALL	10/14/11	218949	1,498.15-
00002 GEORGE'S SPORTING GOODS	04546JP	00118422	11000042	EQUIP-YOUTH FOOTBALL	10/14/11	218949	3,372.25-
GEORGE'S SPORTING GOODS Sum							18,192.65-
00002 GRIFFIN, GABRIEL	OFFICIAL 9/2	00201235	11000053	OFFICIAL-ADULT SOFTBALL	10/14/11	218954	136.00-
GRIFFIN, GABRIEL Sum							136.00-

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HATTIESBURG CONVENTION C Sum	00002 HATTIESBURG CONVENTION C KPZ CONTRACT	00118224	11000014	KPZ CONTRACT PYMT 9/11	10/14/11	218963	67,203.00-
HATTIESBURG CONVENTION C Sum	00002 HAYES, CADECIA	SPORTS SRVS	00201236	11000072 SPORTS SUPPORT SERVICES	10/14/11	218964	84.00-
HAYES, CADECIA Sum	00002 HOSKINS, JAZAMINE	SPORTS SRVS	00201236	11000073 SPORTS SUPPORT SERVICES	10/14/11	218970	112.00-
HOSKINS, JAZAMINE Sum	00002 IRBY, STUART C CO	S006279532.0	00118165	11000012 ELEC SUPP-TATUM TENNIS	10/14/11	218975	72.32-
IRBY, STUART C CO Sum	00002 ISTRE, RONNIE	OFFICIAL 9/2	00201235	11000054 OFFICIAL-ADULT SOFTBALL	10/14/11	218976	68.00-
ISTRE, RONNIE Sum	00002 JARVIS, DEREK	OFFICIAL 9/2	00201235	11000055 OFFICIAL-ADULT SOFTBALL	10/14/11	218978	68.00-
JARVIS, DEREK Sum	00002 JOHNSON, MARKEYUS	SPORTS SRVS	00201236	11000074 SPORTS SUPPORT SERVICES	10/14/11	218982	84.00-
JOHNSON, MARKEYUS Sum	00002 JONES, ANN	10/04/11	00020126	11000003 PETTY CASH FOR NEW F/Y	10/04/11	35334	500.00-
00002 JONES, ANN	00002 JONES, ANN	PETTY CASH 9	00118428	11000032 PETTY CASH GRNDS MAINT	10/14/11	218983	110.55-
JONES, ANN Sum	00002 JONES, SUSIE	SPORTS SRVS	00201236	11000075 SPORTS SUPPORT SERVICES	10/14/11	218985	384.00-
00002 JONES, SUSIE (SPORTS SR Sum	00002 JONES, SUSIE CTRS	#1	00118549	11000092 SERVS 10/1-15/11 SENIOR CNTR	10/14/11	218986	1,000.00-
JONES, SUSIE CTRS Sum	00002 JORDAN, SARDE	SPORTS SRVS	00201236	11000076 SPORTS SUPPORT SERVICES	10/14/11	218987	28.00-
JORDAN, SARDE Sum	00002 KEITH, COREY	OFFICIAL 9/2	00201235	11000056 OFFICIAL-ADULT SOFTBALL	10/14/11	218989	68.00-

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KEITH, COREY Sum							
00002 KIRKSEY, JOHNATHAN	OFFICIAL 9/2	00201235	11000057	OFFICIAL-ADULT SOFTBALL	10/14/11	218992	68.00-
KIRKSEY, JOHNATHAN Sum							
00002 KIRKSEY, NANCY JONES	SPORTS SRVS	00201236	11000077	SPORTS SUPPORT SERVICES	10/14/11	218993	220.00-
KIRKSEY, NANCY JONES Sum							
00002 LEE, REGINALD	OFFICIAL 9/2	00201235	11000058	OFFICIAL-L'L TIGERS FTBALL	10/14/11	218998	34.00-
LEE, REGINALD Sum							
00002 MAGEE, DENVER	OFFICIAL 9/2	00201235	11000059	OFFICIAL-ADULT SOFTBALL	10/14/11	219004	68.00-
MAGEE, DENVER Sum							
00002 MCELHANEY PLUMBING INC	189056	00118166	11000006	PLUMB SUPP MCNAIR RESTROOM	10/14/11	219008	76.63-
00002 MCELHANEY PLUMBING INC	188744	00118302	11000036	PLUMB SUPP UNETTA ST GYM	10/14/11	219008	21.90-
00002 MCELHANEY PLUMBING INC	189312	00118306	11000096	PLUMB SUPP UNETTA GYM RESTRM	10/14/11	219008	266.05-
MCELHANEY PLUMBING INC Sum							
00002 MCNAIR, EVELENE	OFFICIAL 9/2	00201235	11000060	OFFICIAL-ADULT SOFTBALL	10/14/11	219009	204.00-
MCNAIR, EVELENE Sum							
00002 MIKE'S TIRE & WHEEL CO	2156361	00118186	11000013	REPR TIRES-GRNDS MAINT UNITS	10/14/11	219015	112.49-
00002 MIKE'S TIRE & WHEEL CO	2156465	00118242	11000020	TRAILER TIRE-GRNDS MAINT	10/14/11	219015	87.04-
00002 MIKE'S TIRE & WHEEL CO	2156466	00118252	11000021	TRAILER TIRE-GRNDS MAINT	10/14/11	219015	93.56-
MIKE'S TIRE & WHEEL CO Sum							
00002 MINGO, DEMYRON	OFFICIAL 9/2	00201235	11000061	OFFICIAL-ADULT SOFTBALL	10/14/11	219017	204.00-
MINGO, DEMYRON Sum							
00002 MS POWER COMPANY	10/11 PKS/RE	00020121	11000044	MONTHLY ELEC-PARKS & REC	10/14/11	219035	1,283.64-
MS POWER COMPANY Sum							
00002 NEWELL PAPER COMPANY	516657	00118001	11000005	JANIT SUPP GRNDS MAINT	10/14/11	219044	164.56-
NEWELL PAPER COMPANY Sum							

164.56-

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00002 PATTERSON, ISIAH PATTERSON, ISIAH Sum	OFFICIAL 9/2	00201235	11000062	OFFICIAL-ADULT SOFTBALL	10/14/11	219054	170.00-
00002 PEANUTS TOWING SERVICE PEANUTS TOWING SERVICE Sum	57796	00118248	11000022	TOWING U#11199 GRNDS MAINT	10/14/11	219055	65.00-
00002 PIONEER MANUFACTURING CO PIONEER MANUFACTURING CO Sum	INV423786	00118139	11000018	BALLFIELD MARKING PAINT	10/14/11	219064	1,328.00-
00002 POWELL, ADRIANA POWELL, ADRIANA Sum	SPORTS SRVS	00201236	11000078	SPORTS SUPPORT SERVICES	10/14/11	219066	112.00-
00002 POWELL, RANDY POWELL, RANDY Sum	OFFICIAL 9/2	00201235	11000063	OFFICIAL-ADULT SOFTBALL	10/14/11	219067	255.00-
	SPORTS SRVS	00201236	11000079	SPORTS SUPPORT SERVICES	10/14/11	219067	35.00-
00002 RILEY, JOHNNY RAY RILEY, JOHNNY RAY Sum	SPORTS SRVS	00201236	11000080	SPORTS SUPPORT SERVICES	10/14/11	219081	84.00-
00002 ROGERS, JARVIS ROGERS, JARVIS Sum	SPORTS SRVS	00201236	11000081	SPORTS SUPPORT SERVICES	10/14/11	219086	42.00-
00002 SHOEMAKER, MARCUS SHOEMAKER, MARCUS Sum	SPORTS SRVS	00201236	11000082	SPORTS SUPPORT SERVICES	10/14/11	219099	112.00-
00002 SIMPSON, ARTIS SIMPSON, ARTIS Sum	SPORTS SRVS	00201236	11000083	SPORTS SUPPORT SERVICES	10/14/11	219102	105.00-
00002 SIMPSON, ERICA SIMPSON, ERICA Sum	SPORTS SRVS	00201236	11000085	SPORTS SUPPORT SERVICES	10/14/11	219103	84.00-
00002 SIMPSON, LYNN SIMPSON, LYNN Sum	OFFICIAL 9/2	00201235	11000064	OFFICIAL-ADULT SOFTBALL	10/14/11	219104	68.00-
00002 SIMPSON, NELDA SIMPSON, NELDA Sum	SPORTS SRVS	00201236	11000084	SPORTS SUPPORT SERVICES	10/14/11	219105	28.00-

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SIMPSON, NELDA Sum							
00002 SMITH, ANITA V				SPORTS SRVS	10/14/11	219107	152.00-
SMITH, ANITA V Sum							
00002 SOUTH MS BUSINESS MACHIN	AR57773	00118385	11000039	COPIER TONER-SENIOR CENTER	10/14/11	219111	109.00-
SOUTH MS BUSINESS MACHIN Sum							
00002 SOUTHERN ATHLETIC FIELDS	29306	00118167	11000010	BALLFLD CONDITIONERS-TATUM	10/14/11	219113	270.00-
SOUTHERN ATHLETIC FIELDS Sum							
00002 STANDARD OFFICE SUPPLY C	0017246-001	00118136	11000008	FAX MACHINE TONER-GRNDS MAINT	10/14/11	219120	64.99-
STANDARD OFFICE SUPPLY C Sum							
00002 TERRELL, CLEMEN DR	10/04/11	00020126	11000002	PETTY CASH FOR NEW F/Y	10/04/11	35333	500.00-
TERRELL, CLEMEN DR Sum							
00002 TRUSSELL, JAY				OFFICIAL 9/2	10/14/11	219131	136.00-
TRUSSELL, JAY Sum							
00002 VARNADO, UNDR				SPORTS SRVS	10/14/11	219140	126.00-
VARNADO, UNDR Sum							
00002 VILLARREAL, EDUARDO				SPORTS SRVS	10/14/11	219142	180.00-
VILLARREAL, EDUARDO Sum							
00002 VINCENT, CALVIN				SPORTS SRVS	10/14/11	219143	270.00-
VINCENT, CALVIN Sum							
00002 VIP PRODUCTIONS	822	00117536	11000017	AMNESTY DAY 10/29 COMMERCIAL	10/14/11	219144	125.00-
VIP PRODUCTIONS Sum							
00002 WILEY, JOSH				SPORTS SRVS	10/14/11	219150	112.00-
WILEY, JOSH							

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Sum							112.00-
00002 WILLMUT GAS & OIL COMPAN	10/11	PKS/RE 00020121	11000043	MONTHLY GAS-PARKS & REC	10/14/11	219153	12.57-
WILLMUT GAS & OIL COMPAN							12.57-
Sum							136,719.00-

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HATT.MUNICIPAL FIRE PROTECTION 00005 A 1 FIRE EQUIPMENT	1234	00118203	11000002	SHORT CUFF GLOVES-RECRUITS	10/14/11	218832	562.00-
Sum							562.00-
00005 EMERGENCY EQUIPMENT PROF	401078	00116905	11000003	FIRE APPARATUS EQUIPMENT	10/14/11	218920	6,810.59-
00005 EMERGENCY EQUIPMENT PROF	401077	00117380	11000004	FIRE HOSE	10/14/11	218920	13,528.00-
Sum							20,338.59-
00005 TRUSTMARK NATIONAL BANK/	00028401107	00201219	11000001	FIRE TRUCK LEASE NOTE #33523	10/04/11	21545	14,340.60-
Sum							14,340.60-
TRUSTMARK NATIONAL BANK/							14,340.60-
Sum							35,241.19-

PAYROLL FUND
 00006 UNITED HEALTHCARE INS CO 10/05/11 00020122 11000002 PREMIUM DUE 9/2011 COVERAGE 10/05/11 15072 3,633.89-

UNITED HEALTHCARE INS CO
 Sum 3,633.89-

Sum 3,633.89-

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WATER & SEWER OPERATION/MAINT.							
00009 ARNOLD LINE WATER ASSN I	SEWER REPORT	00118607	11000072	SEWER BILL REPORT 7/11-9/11	10/14/11	218845	405.00-
Sum							405.00-
00009 AUTO ARMATURE SERVICE IN	10775	00118061	11000034	GENERATOR BATT-LINC RD EXTN	10/14/11	218851	333.90-
00009 AUTO ARMATURE SERVICE IN	10774	00118205	11000035	GENERATOR BATTERY-PLANT	10/14/11	218851	118.95-
00009 AUTO ARMATURE SERVICE IN	10902	00118241	11000068	STARTER U#7435 PLANT	10/14/11	218851	239.95-
Sum							692.80-
AUTO ARMATURE SERVICE IN							692.80-
00009 AUTOMOTIVE GLASS SPECIAL	1134933	00118195	11000014	GLASS REPR U#11139 SEWER	10/14/11	218853	265.00-
Sum							265.00-
AUTOMOTIVE GLASS SPECIAL							265.00-
00009 BLOSSMAN GAS INC	324462	00118467	11000065	PROPANE-FORKLIFT-PLANT	10/14/11	218863	26.00-
Sum							26.00-
BLOSSMAN GAS INC							26.00-
00009 BONNER ANALYTICAL TESTIN	47776	00118469	11000066	BOIL WTR SAMPLES-ST ANDREWS	10/14/11	218867	150.00-
Sum							150.00-
BONNER ANALYTICAL TESTIN							150.00-
00009 BOURNE BROTHERS PRINTING	42488	00117937	11000019	WATER BILLS-WATER OFFICE	10/14/11	218868	2,325.00-
Sum							2,325.00-
BOURNE BROTHERS PRINTING							2,325.00-
00009 BOUTWELL, MATTHEW	10/04/11	00020127	11000002	PETTY CASH FOR NEW F/Y	10/04/11	21543	500.00-
Sum							500.00-
BOUTWELL, MATTHEW							500.00-
00009 BRUNINI	USA YEAST MD	00118573	11000067	SERVS 8/11 WASTEWATER LAGOON	10/14/11	218876	31,370.43-
Sum							31,370.43-
BRUNINI							31,370.43-
00009 CITY OF HATTIESBURG FUND	10/05/11	00201223	11000004	TRF 1ST 10/2011 PAYROLL	10/05/11	21546	65,094.21-
Sum							65,094.21-
CITY OF HATTIESBURG FUND							65,094.21-
00009 CONTROL SYSTEMS INC	44199	00115065	11000030	EQUIP-SCADA SYS-LIFTSTATIONS	10/14/11	218895	41,823.00-
Sum							41,823.00-
CONTROL SYSTEMS INC							41,823.00-
00009 CUMMINS MID SOUTH LLC	010-1612	00117938	11000022	GENERATOR REPR JERVIS/WIMS RD	10/14/11	218902	1,299.73-
00009 CUMMINS MID SOUTH LLC	010-1617	00117939	11000037	GENERATOR REPR PLT 31	10/14/11	218902	1,344.30-
Sum							2,644.03-
CUMMINS MID SOUTH LLC							2,644.03-

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Sum							2,644.03-
00009 D P C ENTERPRISES LP	21201957-11	00117553	11000008	CHEMICALS SOUTH LAGOON	10/14/11	218904	2,182.50-
00009 D P C ENTERPRISES LP	21202123-11	00117953	11000023	CHEMICALS-LAGOONS	10/14/11	218904	2,800.00-
00009 D P C ENTERPRISES LP	21202124-11	00117953	11000024	CHEMICALS-LAGOONS	10/14/11	218904	1,400.00-
00009 D P C ENTERPRISES LP	21202126-11	00118110	11000025	CHEMICALS-SOUTH LAGOON	10/14/11	218904	2,182.50-
Sum							8,565.00-
D P C ENTERPRISES LP							
00009 DELTA FOREMOST CHEMICAL	917288	00118278	11000038	CHEMICALS-SEWER	10/14/11	218906	738.00-
Sum							738.00-
DELTA FOREMOST CHEMICAL							
00009 FASTENAL COMPANY	MSHAT132465	00118057	11000007	PIPE/HANGERS/NAILS-FILTER BAY	10/14/11	218926	11.87-
Sum							11.87-
FASTENAL COMPANY							
00009 INDUSTRIAL ELECTRIC MOTO	5069783	00118077	11000036	VERTICAL PUMP MOTOR REPR-PLT	10/14/11	218972	1,987.74-
Sum							1,987.74-
INDUSTRIAL ELECTRIC MOTO							
00009 K & K TRUCK-TRAILER PART	51901	00117518	11000011	REPR TRAILER-SEWER DEPT	10/14/11	218988	37.60-
00009 K & K TRUCK-TRAILER PART	51897	00117790	11000012	TRAILER REPR PTS-SEWER	10/14/11	218988	18.80-
00009 K & K TRUCK-TRAILER PART	51973	00117790	11000013	TRAILER REPR PTS-SEWER	10/14/11	218988	25.40-
Sum							81.80-
K & K TRUCK-TRAILER PART							
00009 LANCASTER'S MACHINE & WE	20463	00118468	11000069	REPR GEAR BOXES-LAGOON	10/14/11	218996	625.00-
00009 LANCASTER'S MACHINE & WE	20490	00118468	11000070	DRILL HOLES/PLASTIC BLOCKS	10/14/11	218996	200.00-
Sum							825.00-
LANCASTER'S MACHINE & WE							
00009 MITCHELL, SHERRY	10/04/11	00020127	11000003	PETTY CASH FOR NEW F/Y	10/04/11	21544	160.00-
Sum							160.00-
MITCHELL, SHERRY							
00009 MOORE'S BICYCLE SHOP INC	555194	00118039	11000006	BICYCLE CHAIN-PLT#2 MATL LIFT	10/14/11	219023	13.99-
Sum							13.99-
MOORE'S BICYCLE SHOP INC							
00009 MS POWER COMPANY	10/11 W&SO&M	00020121	11000042	MONTHLY ELEC-W&SO&M	10/14/11	219035	38,819.00-
Sum							38,819.00-
MS POWER COMPANY							
00009 NAPA AUTO PARTS	451461	00117971	11000026	REPR PTS U#15667 PLANT	10/14/11	219040	171.80-
00009 NAPA AUTO PARTS	451485	00117971	11000027	REPR PTS U#15667 PLANT	10/14/11	219040	102.38-
00009 NAPA AUTO PARTS	452550	00117971	11000031	CREDIT RETURN	10/14/11	219040	92.66-
Sum							364.84-

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NAPA AUTO PARTS Sum							181.52-
00009 NEEL-SCHAEFFER INC	0997672	00118232	11000015	SERVS 8/11 S LAGN YEAST CELL	10/14/11	219042	2,463.52-
00009 NEEL-SCHAEFFER INC	0997130	00118232	11000016	SERVS 7/11 S LAGN YEAST CELL	10/14/11	219042	3,280.00-
00009 NEEL-SCHAEFFER INC	0997132	00118233	11000017	SERVS 7/11 S LAGN NUTRIENT	10/14/11	219042	9,678.50-
NEEL-SCHAEFFER INC Sum							15,422.02-
00009 NORDAN SMITH WELDING SUP	1007978	W&SO 00118426	11000032	CYL RENT 9/10 SEWER DEPT	10/14/11	219047	39.00-
NORDAN SMITH WELDING SUP Sum							39.00-
00009 OFFICE DEPOT INC	1390573275	00117835	11000005	BATTERY-PLANT	10/14/11	219051	149.51-
OFFICE DEPOT INC Sum							149.51-
00009 PEARL RIVER VALLEY EPA	9435601	9/30 00020121	11000047	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	3,100.88-
00009 PEARL RIVER VALLEY EPA	10661601	9/3 00020121	11000048	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	321.82-
00009 PEARL RIVER VALLEY EPA	4609915	9/30 00020121	11000049	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	20.00-
00009 PEARL RIVER VALLEY EPA	9435602	9/30 00020121	11000050	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	511.85-
00009 PEARL RIVER VALLEY EPA	4609928	9/30 00020121	11000051	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	27.96-
00009 PEARL RIVER VALLEY EPA	10210003	9/3 00020121	11000052	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	35.00-
00009 PEARL RIVER VALLEY EPA	4609906	9/30 00020121	11000053	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	62.71-
00009 PEARL RIVER VALLEY EPA	10210001	9/3 00020121	11000054	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	162.50-
00009 PEARL RIVER VALLEY EPA	10210002	9/3 00020121	11000055	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	41.32-
00009 PEARL RIVER VALLEY EPA	10210006	9/3 00020121	11000056	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	39.51-
00009 PEARL RIVER VALLEY EPA	10661602	9/3 00020121	11000057	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	947.29-
00009 PEARL RIVER VALLEY EPA	10210007	9/3 00020121	11000058	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	109.62-
00009 PEARL RIVER VALLEY EPA	10210004	9/3 00020121	11000059	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	29.10-
00009 PEARL RIVER VALLEY EPA	4609920	9/30 00020121	11000060	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	30.00-
00009 PEARL RIVER VALLEY EPA	10210008	9/3 00020121	11000061	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	40.11-
00009 PEARL RIVER VALLEY EPA	10210009	9/3 00020121	11000062	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	64.59-
00009 PEARL RIVER VALLEY EPA	10210011	9/3 00020121	11000063	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	59.17-
00009 PEARL RIVER VALLEY EPA	10210016	9/3 00020121	11000064	MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219058	49.74-
PEARL RIVER VALLEY EPA Sum							5,653.17-
00009 POWER PLUS INC	102499	00116608	11000073	POLE SAW REPR-PLANT	10/14/11	219068	47.76-
POWER PLUS INC Sum							47.76-
00009 PUCKETT RENTS	311802-0001	00118202	11000020	MEASURING WHEEL-PLANT	10/14/11	219073	73.32-
PUCKETT RENTS Sum							73.32-
00009 PUMP AND CONTROL SERVICE	365	00118277	11000028	MAINT/REPRS S LAGN 9/26-29	10/14/11	219076	3,200.00-
00009 PUMP AND CONTROL SERVICE	367	00118338	11000040	REPRS/MAINT S LAGN 10/3-6/11	10/14/11	219076	3,200.00-
PUMP AND CONTROL SERVICE Sum							6,400.00-

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00009 SCOTTS HYDRAULIC SERVICE	9653	00117430	11000010	REPR SNAP CUTTER/POWER PUMP	10/14/11	219093	692.10-
Sum							692.10-
SCOTTS HYDRAULIC SERVICE							
00009 SOUTHERN PINE ELECTRIC P	77443-001	10	00020121	11000043 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219115	169.06-
00009 SOUTHERN PINE ELECTRIC P	77468-001	10	00020121	11000044 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219115	165.69-
00009 SOUTHERN PINE ELECTRIC P	77479-001	10	00020121	11000045 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219115	134.63-
00009 SOUTHERN PINE ELECTRIC P	77571-001	10	00020121	11000046 MONTHLY 10/11 PUBLIC SERVICES	10/14/11	219115	131.25-
Sum							600.63-
SOUTHERN PINE ELECTRIC P							
00009 TERRY'S MARINE	PO#118310	10	00118310	11000029 ADDL AMT DUE PO#116708	10/14/11	219126	172.02-
Sum							172.02-
TERRY'S MARINE							
00009 THE SPECTRUM GROUP INC	4611	00117232	11000009	FLOWMETER RPLCMNT-LAGOON	10/14/11	219127	3,185.00-
Sum							3,185.00-
THE SPECTRUM GROUP INC							
00009 TRUCK SERVICE & EQUIPMEN	303462	00118028	11000039	BRAKE REPR U#10811 SEWER	10/14/11	219130	791.96-
00009 TRUCK SERVICE & EQUIPMEN	303652	00118416	11000071	REPR PTS U#6864 SEWER	10/14/11	219130	213.86-
00009 TRUCK SERVICE & EQUIPMEN	303673	00118221	11000074	REPRS U#10811 SEWER	10/14/11	219130	167.50-
Sum							1,173.32-
TRUCK SERVICE & EQUIPMEN							
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00118442	11000033	POSTAGE 10/11 WATER OFFICE	10/14/11	219135	3,500.00-
Sum							3,500.00-
U S POSTMASTER-POSTAGE (							
00009 USA BLUEBOOK	500022	00118162	11000021	SIGNS/WINDSOCKS-PLANT	10/14/11	219138	558.94-
Sum							558.94-
USA BLUEBOOK							
00009 WILLMUT GAS & OIL COMPAN	10/11 W&SO&M	00020121	11000041	MONTHLY GAS-W&SO&M	10/14/11	219153	23.26-
Sum							23.26-
WILLMUT GAS & OIL COMPAN							
Sum							234,369.44-

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WATER & SEWER FUND							
00011 AFFORDABLE SOUTHERN HOME	METER DEP RF	00201216	11000013	METER DEPOSIT REFUND	10/14/11	218838	48.00-
Sum							48.00-
00011 ALTHEIMER, KEELIA	METER DEP RF	00201229	11000050	METER DEPOSIT REFUND	10/14/11	218842	31.00-
Sum							31.00-
ALTHEIMER, KEELIA							
00011 AUSTIN, DEBORAH	METER DEP RF	00201216	11000024	METER DEPOSIT REFUND	10/14/11	218848	10.12-
Sum							10.12-
AUSTIN, DEBORAH							
00011 AUSTIN, LAUREN E	METER DEP RF	00201229	11000034	METER DEPOSIT REFUND	10/14/11	218849	75.00-
Sum							75.00-
AUSTIN, LAUREN E							
00011 BARRETT, JAMES	METER DEP RF	00201229	11000063	METER DEPOSIT REFUND	10/14/11	218857	40.00-
Sum							40.00-
BARRETT, JAMES							
00011 BETTS, RATIO D	METER DEP RF	00201216	11000010	METER DEPOSIT REFUND	10/14/11	218860	30.18-
Sum							30.18-
BETTS, RATIO D							
00011 BRINSON, PAMELA B	METER DEP RF	00201229	11000039	METER DEPOSIT REFUND	10/14/11	218872	52.06-
Sum							52.06-
BRINSON, PAMELA B							
00011 BROWN MARSHA L	METER DEP RF	00201216	11000009	METER DEPOSIT REFUND	10/14/11	218873	75.00-
Sum							75.00-
BROWN MARSHA L							
00011 BROWN, LADORRA H	METER DEP RF	00201216	11000018	METER DEPOSIT REFUND	10/14/11	218874	15.06-
Sum							15.06-
BROWN, LADORRA H							
00011 BROWN, TOMEKIA	WATER RFD AC	00201230	11000075	WATER OVERPAYMENT RFD	10/14/11	218875	43.06-
Sum							43.06-
BROWN, TOMEKIA							
00011 BURKETT, MARY L	WATER RFD AC	00201228	11000030	WATER OVERPAYMENT RFD	10/14/11	218878	31.94-
Sum							31.94-
BURKETT, MARY L							
00011 CADE, TANNER L	METER DEP RF	00201229	11000038	METER DEPOSIT REFUND	10/14/11	218881	43.06-

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GADE, TANNER L Sum							43.06-
00011 COCO THERAPY	WATER RFD AC 00201228		11000031	WATER OVERPAYMENT RFD	10/14/11	218891	69.02-
00011 COCO THERAPY	METER DEP RF 00201229		11000032	METER DEPOSIT REFUND	10/14/11	218891	75.00-
COCO THERAPY Sum							144.02-
00011 COWAN, ANN	METER DEP RF 00201229		11000062	METER DEPOSIT REFUND	10/14/11	218899	43.06-
COWAN, ANN Sum							43.06-
00011 CUMMINGS, DOROTHY D	METER DEP RF 00201229		11000071	METER DEPOSIT REFUND	10/14/11	218901	5.00-
CUMMINGS, DOROTHY D Sum							5.00-
00011 DAVIS, REIDA	WATER RFD AC 00201230		11000076	WATER OVERPAYMENT RFD	10/14/11	218905	31.94-
DAVIS, REIDA Sum							31.94-
00011 DISON, RACHEL E	METER DEP RF 00201229		11000052	METER DEPOSIT REFUND	10/14/11	218907	43.06-
DISON, RACHEL E Sum							43.06-
00011 DOLLAR GENERAL STORE #41	METER DEP RF 00201229		11000045	METER DEPOSIT REFUND	10/14/11	218910	24.51-
DOLLAR GENERAL STORE #41 Sum							24.51-
00011 EILAND, CHARLES	METER DEP RF 00201216		11000015	METER DEPOSIT REFUND	10/14/11	218917	45.12-
EILAND, CHARLES Sum							45.12-
00011 ERON, JERI	METER DEP RF 00201229		11000073	METER DEPOSIT REFUND	10/14/11	218921	8.06-
ERON, JERI Sum							8.06-
00011 ETHERIDGE, JILLIAN R	METER DEP RF 00201229		11000064	METER DEPOSIT REFUND	10/14/11	218923	26.50-
ETHERIDGE, JILLIAN R Sum							26.50-
00011 GIBBONS, LOGAN L	METER DEP RF 00201229		11000041	METER DEPOSIT REFUND	10/14/11	218951	43.06-
GIBBONS, LOGAN L Sum							43.06-
00011 GILL, STEPHEN	METER DEP RF 00201229		11000048	METER DEPOSIT REFUND	10/14/11	218952	8.06-

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GILL, STEPHEN Sum							8.06-
00011 HANDY PAYROLL INC					10/14/11	218959	34.51-
HANDY PAYROLL INC Sum							34.51-
00011 HARDY, LINDSEY M					10/14/11	218961	8.06-
HARDY, LINDSEY M Sum							8.06-
00011 HEIDELBERG, KINGSLEY					10/14/11	218966	43.06-
HEIDELBERG, KINGSLEY Sum							43.06-
00011 HELFRICH, LORI M					10/14/11	218967	40.00-
HELFRICH, LORI M Sum							40.00-
00011 INOUYE, MELISSA					10/14/11	218973	25.06-
INOUYE, MELISSA Sum							25.06-
00011 JOHNNIN, LANEIL T					10/14/11	218981	42.06-
JOHNNIN, LANEIL T Sum							42.06-
00011 LACHER, JEFFREY J					10/14/11	218994	75.00-
LACHER, JEFFREY J Sum							75.00-
00011 LETARD, ALEXANDER					10/14/11	218999	32.32-
LETARD, ALEXANDER Sum							32.32-
00011 LOFTON, LINDA J					10/14/11	219001	57.00-
LOFTON, LINDA J Sum							57.00-
00011 LUCAS, FRANCES L					10/14/11	219003	35.50-
LUCAS, FRANCES L Sum							35.50-
00011 MERCER, STEWART					10/14/11	219011	8.06-
MERCER, STEWART Sum							8.06-

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MILLER, AMY S Sum	00011	DEP RF	00201229	11000065 METER DEPOSIT REFUND	10/14/11	219016	43.06-
MOORE, OSLER Sum	00011	DEP RF	00201229	11000054 METER DEPOSIT REFUND	10/14/11	219022	44.02-
MORGAN, WILLIE J Sum	00011	DEP RF	00201229	11000067 METER DEPOSIT REFUND	10/14/11	219024	8.06-
MURPHEY, JUSTIN S Sum	00011	DEP RF	00201229	11000040 METER DEPOSIT REFUND	10/14/11	219036	43.06-
NETWORK SERVICES (NSI) Sum	00011	DEP RF	00201224	11000027 WATER COLLECTIONS FEES	10/14/11	219043	504.92-
NGUYEN, DUY QUY Sum	00001	DEP RF	00201229	11000057 METER DEPOSIT REFUND	10/14/11	219046	31.00-
PADGETT, MICHAEL T Sum	00011	DEP RF	00201229	11000033 METER DEPOSIT REFUND	10/14/11	219053	75.00-
PERRY, KAYLA A Sum	00011	DEP RF	00201229	11000059 METER DEPOSIT REFUND	10/14/11	219059	31.00-
PIGFORD, SHARONNE Sum	00011	DEP RF	00201216	11000007 METER DEPOSIT REFUND	10/14/11	219060	75.00-
PROVIDENCE HOSPICE SOUTH Sum	00011	DEP RF	00201216	11000008 METER DEPOSIT REFUND	10/14/11	219071	75.00-
PUHR, KEVIN M Sum	00011	DEP RF	00201229	11000042 METER DEPOSIT REFUND	10/14/11	219074	43.06-
PUMFORD, DAVID Sum	00011	DEP RF	00201216	11000012 METER DEPOSIT REFUND	10/14/11	219075	43.06-

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PUMFORD, DAVID Sum							43.06-
00011 PURVIS AUTO COLLISION	METER DEP RF	00201229	11000043	METER DEPOSIT REFUND	10/14/11	219077	59.51-
PURVIS AUTO COLLISION Sum							59.51-
00011 RAIMY, JOCELYN S	METER DEP RF	00201229	11000053	METER DEPOSIT REFUND	10/14/11	219078	43.06-
RAIMY, JOCELYN S Sum							43.06-
00011 RAMSEY, DEANDRA L	METER DEP RF	00201216	11000016	METER DEPOSIT REFUND	10/14/11	219080	6.06-
RAMSEY, DEANDRA L Sum							6.06-
00011 ROBINSON, MORGAN	METER DEP RF	00201229	11000037	METER DEPOSIT REFUND	10/14/11	219084	43.06-
ROBINSON, MORGAN Sum							43.06-
00011 ROBINSON, TERESA	METER DEP RF	00201216	11000020	METER DEPOSIT REFUND	10/14/11	219085	6.60-
ROBINSON, TERESA Sum							6.60-
00011 ROGERS, PAIGE A	METER DEP RF	00201229	11000056	METER DEPOSIT REFUND	10/14/11	219087	11.12-
ROGERS, PAIGE A Sum							11.12-
00011 SANFORD, ALLEN D	METER DEP RF	00201229	11000061	METER DEPOSIT REFUND	10/14/11	219090	11.12-
SANFORD, ALLEN D Sum							11.12-
00011 SHELBY, KENNETH	METER DEP RF	00201216	11000022	METER DEPOSIT REFUND	10/14/11	219094	43.06-
SHELBY, KENNETH Sum							43.06-
00011 SHOEMAKER PROPERTIES	METER DEP RF	00201229	11000051	METER DEPOSIT REFUND	10/14/11	219097	43.06-
00011 SHOEMAKER PROPERTIES	METER DEP RF	00201216	11000026	METER DEPOSIT REFUND	10/14/11	219098	75.00-
SHOEMAKER PROPERTIES Sum							118.06-
00011 SHORT, KIMBERLEE D	METER DEP RF	00201216	11000019	METER DEPOSIT REFUND	10/14/11	219100	30.18-
SHORT, KIMBERLEE D Sum							30.18-
00011 SMITH, CHRISTOPHER S	METER DEP RF	00201229	11000055	METER DEPOSIT REFUND	10/14/11	219108	.50-
SMITH, CHRISTOPHER S							

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							.50-
00011 SORRELL, EDDIE W							
SORRELL, EDDIE W							
00011 SYLVAN LEARNING CENTER							
SYLVAN LEARNING CENTER							
Sum							9.02-
00011 TALIFER PROPERTIES LLC							
TALIFER PROPERTIES LLC							
Sum							17.50-
00011 TAURMINA, DORTHY							
TAURMINA, DORTHY							
Sum							43.06-
00011 TAYLOR, COLIN R							
TAYLOR, COLIN R							
Sum							8.06-
00011 THURMAN, EVELYN							
THURMAN, EVELYN							
Sum							43.06-
00011 UQDAH, ZIYAD A							
UQDAH, ZIYAD A							
Sum							75.00-
00011 WARREN, VANESHA L							
WARREN, VANESHA L							
Sum							2.56-
00011 WILLIAMS, JEANETTE J							
WILLIAMS, JEANETTE J							
Sum							59.51-
00011 WILLIAMS, KYMBERLYN							
WILLIAMS, KYMBERLYN							
Sum							20.00-
00011 WINSTON, JASON M							
WINSTON, JASON M							
Sum							8.12-

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00011 ZEIGLER-HILL, VIRGIL L

Invoice Number	Purchase Order Number	Claims Number	Item Description	Check Date	Check No.	Check Amount
METER DEP RF	00201229	11000044	METER DEPOSIT REFUND	10/14/11	219155	43.06-

ZEIGLER-HILL, VIRGIL L
Sum

43.06-

Sum

3,097.07-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I							
00013 MS STATE/DEVELOPMENT AUT	10/04/11	00201213	11000001	KOHLER CAP LOANS DUE 11/01/11	10/04/11	15063	29,498.29-
Sum							29,498.29-
MS STATE/DEVELOPMENT AUT							
00013 THE PEOPLES BANK	7235 '07 GO	00201232	11000002	PA FEES '07 GO REF	10/11/11	15076	2,500.00-
00013 THE PEOPLES BANK	7237 '09 GO	00201233	11000003	PA FEES '09 GO W&S BONDS	10/11/11	15077	2,250.00-
THE PEOPLES BANK							
Sum							4,750.00-
Sum							34,248.29-

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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-FEE-ERG	00201231	11000001	AGENT FEES-HOME DEPOT	10/11/11	15075	750.00-
TRUSTMARK NATIONAL BANK/ Sum							750.00-
Sum							750.00-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	10/04/11	00020123	11000006	SEPT MILLAGE DIST IN OCT 2011	10/04/11	35340	1,010,702.84-
00027 H'BURG PUBLIC SCHOOLS	10/04/11	00020123	11000007	SEPT MILLAGE DIST IN OCT 2011	10/04/11	35341	143,405.79-
H'BURG PUBLIC SCHOOLS Sum							1,154,108.63-
00027 LIBRARY, THE	10/04/11	00020123	11000005	SEPT MILLAGE DIST IN OCT 2011	10/04/11	35339	49,749.95-
LIBRARY, THE Sum							49,749.95-
Sum							1,203,858.58-

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MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	LEASE #07419	00201218	11000002	TRACTOR LEASE PMT DUE 10/15/11	10/04/11	71187	1,412.41-
BANCORPSOUTH EQUIPMENT F							
Sum							1,412.41-
00072 CLARION LEDGER (ADVERTIS	C19347	36289	00118484	11000011 PROOFS PUBLICATION 9/11	10/14/11	218889	215.94-
CLARION LEDGER (ADVERTIS							
Sum							215.94-
00072 SHOWS DEARMAN & WAITS IN	16553	00118229	11000009	SERVS 7/24-8/27 D/T LIGHTING	10/14/11	219101	7,167.51-
00072 SHOWS DEARMAN & WAITS IN	16594	00118229	11000010	SERVS 8/21-9/24 D/T LIGHTING	10/14/11	219101	7,488.72-
SHOWS DEARMAN & WAITS IN							
Sum							14,656.23-
00072 WARREN PAVING INC	9320MB	00117093	11000003	ASPHALT-PATCHING	10/14/11	219145	3,680.27-
00072 WARREN PAVING INC	9640MB	00117093	11000004	ASPHALT-PATCHING	10/14/11	219145	919.36-
00072 WARREN PAVING INC	9657MB	00117093	11000005	ASPHALT-PATCHING	10/14/11	219145	335.40-
00072 WARREN PAVING INC	9670MB	00117093	11000006	ASPHALT-PATCHING	10/14/11	219145	3,724.50-
00072 WARREN PAVING INC	9686MB	00117093	11000007	ASPHALT-PATCHING	10/14/11	219145	2,409.61-
00072 WARREN PAVING INC	9705MB	00117093	11000008	ASPHALT-PATCHING	10/14/11	219145	111.23-
WARREN PAVING INC							
Sum							11,180.37-
Sum							
							27,464.95-

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MASS TRANSIT FUND							
00073 AARON OIL COMPANY INC	60748V	00118420	11000014	REMOVE USED OIL FILTERS	10/14/11	218834	257.50-
AARON OIL COMPANY INC							
Sum							257.50-
00073 AUTOMOTIVE GLASS SPECIAL	I134529	00117528	11000007	GLASS REPR U#16759	10/14/11	218853	120.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							120.00-
00073 BARDING GENERATOR & STAR	150021	00118163	11000015	ALTERNATOR REPR U#10970	10/14/11	218855	200.00-
BARDING GENERATOR & STAR							
Sum							200.00-
00073 BOLTON, SHARON	10/04/11	00020125	11000002	PETTY CASH FOR NEW F/Y	10/04/11	15061	100.00-
BOLTON, SHARON							
Sum							100.00-
00073 CITY OF HATTIESBURG FUND	10/05/11	00201223	11000003	TRF 1ST 10/2011 PAYROLL	10/05/11	15071	17,330.06-
CITY OF HATTIESBURG FUND							
Sum							17,330.06-
00073 FUELMAN OF MS	BG127044 NP3	00118198	11000004	FUEL CHGS 9/16/11 TATE	10/14/11	218941	32.14-
FUELMAN OF MS							
Sum							32.14-
00073 GRAY DANIELS CHEVROLET	550046738	00115686	11000005	REPR PTS U#16759	10/14/11	218953	534.58-
00073 GRAY DANIELS CHEVROLET	550048166	00116437	11000006	REPR PTS U#16759	10/14/11	218953	186.39-
GRAY DANIELS CHEVROLET							
Sum							720.97-
00073 JERRY'S AUTOMOTIVE REPAIR	13658	00118194	11000010	REPRS U#16760	10/14/11	218979	901.85-
JERRY'S AUTOMOTIVE REPAIR							
Sum							901.85-
00073 JOHN'S IRON WORKS	PO#117927 10	00117927	11000011	WELD FRAME U#10970	10/14/11	218980	520.00-
00073 JOHN'S IRON WORKS	PO#118064 9/	00118064	11000012	ADDL AMT DUE PO#117927	10/14/11	218980	360.00-
JOHN'S IRON WORKS							
Sum							880.00-
00073 MITCHELL TOOL SALES & SE	81442	00117983	11000009	TOOLS/SUPP-BUSES	10/14/11	219019	96.00-
MITCHELL TOOL SALES & SE							
Sum							96.00-
00073 NORDAN SMITH WELDING SUP	1007978	MASS 00118426	11000013	CYL RENT 9/10 MASS TRANSIT	10/14/11	219047	18.00-
NORDAN SMITH WELDING SUP							
Sum							18.00-

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00073 RYAN MOTORS INC
00073 RYAN MOTORS INC

189163	00118376	11000016	REPR EXHAUST LEAK U#16761	10/14/11	219088	227.63-
189164	00118379	11000017	REPR EXHAUST LEAK U#16760	10/14/11	219088	227.63-

RYAN MOTORS INC

455.26-

Sum

21,111.78-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 HART'S LANDSCAPING & CON	EST #9 FINAL	00118634	11000003	EST#9 FINAL C CLUB WTR REHAB	10/14/11	218962	14,862.94-
Sum							14,862.94-
HART'S LANDSCAPING & CON							
00075 SHOWS DEARMAN & WAITS IN	16614	00118227	11000002	SERVS 8/21-9/24 JAMES WTR PLT	10/14/11	219101	432.72-
Sum							432.72-
SHOWS DEARMAN & WAITS IN							
Sum							15,295.66-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND 00077 CITY OF HATTIESBURG FUND	10/05/11	00201223	11000002	TRF 1ST 10/2011 PAYROLL	10/05/11	35347	13,956.15-
CITY OF HATTIESBURG FUND Sum							13,956.15-
00077 ELECTROLUX (AERUS)	PO#117614 9/	00117614	11000008	VACUUM REPR SHERRILL CNTR	10/14/11	218918	119.98-
ELECTROLUX (AERUS) Sum							119.98-
00077 FERGUSON, NICOLE (REFUND CE ROY CNTR	00201234	11000016	DAMAGE DEPOSIT REFUND		10/14/11	218927	200.00-
FERGUSON, NICOLE (REFUND Sum							200.00-
00077 GROVER'S PAINTING INC	1852(B)	00118188	11000005	ADDL AMT DUE PO#117373	10/14/11	218955	35.00-
00077 GROVER'S PAINTING INC	1851 SIGLER	00116189	11000009	PAINTING SIGLER CNTR	10/14/11	218955	1,900.00-
00077 GROVER'S PAINTING INC	1851 MCNAIR	00116189	11000010	PAINTING MCNAIR CNTR	10/14/11	218955	2,900.00-
00077 GROVER'S PAINTING INC	1851 SHERRILL	00116189	11000011	PAINTING SHERRILL CNTR	10/14/11	218955	8,000.00-
00077 GROVER'S PAINTING INC	1852(A)	00117373	11000012	SHOEMOLD REMOVAL SHERRILL CNT	10/14/11	218955	500.00-
GROVER'S PAINTING INC Sum							13,335.00-
000077 JONES, CAROL (REFUND)	CULTURAL CNT	00201234	11000015	DAMAGE DEPOSIT REFUND	10/14/11	218984	150.00-
JONES, CAROL (REFUND) Sum							150.00-
00077 LOWE'S OF HATTIESBURG IN	967377	00118065	11000014	LADDERS-COMM CNTRS	10/14/11	219002	410.00-
LOWE'S OF HATTIESBURG IN Sum							410.00-
00077 MS POWER COMPANY	10/11 COMM C	00020121	11000019	MONTHLY ELEC-COMM CNTRS	10/14/11	219035	4,311.23-
MS POWER COMPANY Sum							4,311.23-
00077 NEWELL PAPER COMPANY	515861	00117700	11000003	JANIT SUPP/EQUIP CE ROY CNTR	10/14/11	219044	501.71-
00077 NEWELL PAPER COMPANY	516483	00117700	11000004	JANIT SUPP/EQUIP CE ROY CNTR	10/14/11	219044	75.84-
NEWELL PAPER COMPANY Sum							577.55-
00077 SHERWIN-WILLIAMS COMPANY	9690-8	00118147	11000007	TOUCHUP PAINT SHERRILL CNTR	10/14/11	219096	45.59-
SHERWIN-WILLIAMS COMPANY Sum							45.59-
00077 WILLMUT GAS & OIL COMPAN	10/11 COMM C	00020121	11000018	MONTHLY GAS-COMM CNTRS	10/14/11	219153	133.82-
WILLMUT GAS & OIL COMPAN Sum							133.82-
00077 1ST SOURCE SERVALL	IB842000	00118058	11000006	A/C SUPP CE ROY CNTR	10/14/11	219156	188.88-

Sum.

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Item	Description
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COMMUNITY DEVELOP. BLOCK GRANT							
00082 BONNER ANALYTICAL TESTIN	47559	00118350	11000004	LEAD INSPECTION-314 SCOoba	10/06/11	35350	142.80-
00082 BONNER ANALYTICAL TESTIN	45938	00118357	11000010	ASBESTOS TEST 714 WOODLAND CT	10/06/11	35356	78.75-
BONNER ANALYTICAL TESTIN							
Sum							221.55-
00082 CITY OF HATTIESBURG FUND	9/13/11	00118355	11000007	DEMO-1104 CHERRY	10/06/11	35353	6,475.29-
CITY OF HATTIESBURG FUND							
Sum							6,475.29-
00082 CITY OF HATTIESBURG FUND	10/05/11	00201223	11000002	TRF 1ST 10/2011 PAYROLL	10/05/11	35348	8,175.41-
CITY OF HATTIESBURG FUND							
Sum							8,175.41-
00082 COLEMAN, CASSANDRA (CDBG	9/27/11	1104	00118351	11000003 TEMP RELOC 9/22-10/21/11	10/06/11	35349	650.00-
COLEMAN, CASSANDRA (CDBG							
Sum							650.00-
00082 COMMUNITY CONNECTIONS (C	5 - 904 ROBY	00118362	11000011	OUTSIDE RAILINGS/SIDING	10/06/11	35357	3,949.62-
COMMUNITY CONNECTIONS (C							
Sum							3,949.62-
00082 GLASS, CYNTHIA (CDBG)	9/27/11	714	00118358	11000009 TEMP RELOC-9/26-10/25/11	10/06/11	35355	650.00-
GLASS, CYNTHIA (CDBG)							
Sum							650.00-
00082 H'BURG AMERICAN ACCT #1	H12998	36303	00118483	11000013 PROOFS PUBLICATION 9/11	10/14/11	218956	213.46-
H'BURG AMERICAN ACCT #1							
Sum							213.46-
00082 LOCKHART CONSTRUCTION	9/26/11	DRAW	00118349	11000005 ROOFING & EXTERIOR WORK	10/06/11	35351	19,700.00-
LOCKHART CONSTRUCTION							
Sum							19,700.00-
00082 OFFICE DEPOT INC	1349256381	00114829	11000014	OFFICE SUPP-CDBG	10/14/11	219051	103.50-
OFFICE DEPOT INC							
Sum							103.50-
00082 PINE GROVE BEHAVIORAL HE	9/23/11	DRAW	00118356	11000008 REIMB FOR MED VISITS	10/06/11	35354	2,284.86-
PINE GROVE BEHAVIORAL HE							
Sum							2,284.86-
00082 SPECIALTY ABATEMENT SERV	11-09054	00118359	11000006	LEAD ABATEMENT 314 E SCOoba	10/06/11	35352	1,400.00-
SPECIALTY ABATEMENT SERV							
Sum							1,400.00-

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Sum

43,823.69-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MDB CAPITAL PROJECT FUND 00096 NEEL-SCHAFFER INC	0997511	00118320	11000002	DESIGN SERVS CHAIN PK PH III	10/14/11	219042	18,550.00-
NEEL-SCHAFFER INC							18,550.00-
Sum							18,550.00-

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2010 W&S GO BONDS							
00099 SHOWS DEARMAN & WAITS IN	16596	00118231	11000002	SERVS 8/21-9/24 IRON PLANT	10/14/11	219101	10,923.96-
00099 SHOWS DEARMAN & WAITS IN	16575	00118231	11000003	SERVS 7/24-8/27 IRON PLANT	10/14/11	219101	16,223.04-
00099 SHOWS DEARMAN & WAITS IN	16619	00118230	11000004	SERVS 8/21-9/24 SEWER EAST	10/14/11	219101	13,012.50-
SHOWS DEARMAN & WAITS IN							40,159.50-
Sum							466.40-
00099 SPEEDY PRINTING & SIGNS	15696	00117423	11000005	SIGNS-592 SEWER REPLCMT PROJ	10/14/11	219119	466.40-
SPEEDY PRINTING & SIGNS							466.40-
Sum							40,625.90-

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Grand Total Level							
Sum							3,619,427.31-

Grand Total Level
Sum

3,619,427.31-

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ADDENDUM
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FUND	VENDOR	INVOICE NUMBER	PURCHASE CLAIMS ORDER NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	DEBORAH DELGADO	TR ADV 10/27/11	118734 427	TR ADV 10/27/11 WHITE HOUSE RECE	10/18/11	15084	325.00

TOTAL	325.00
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