

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, October 7, 2014

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the September 2, 15 and 16, 2014, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA****VI.-1 2014-1432**

APPROVE or DENY to adopt an ordinance to change the zoning classification of a certain property located at 1212 Main Street (Parcel 029F-04-283.00, PPIN 20055, Ward 2) from R-1A (Single-Family Residential) District to R-2 (Two-Family) District, filed by Shannon Little, Owner. The Planning Commission recommended to APPROVE on September 3, 2014.

Attachments: September PC Minutes (DRAFT)
Image Sheet - 1212 N. Main (Rezoning)
Staff Summary - Little - 1212 N. Main (Rezoning)
APPEAL FORM - Griffin Signed
Ordinance - Little

VI.-2. 2014-1437 APPROVE or DENY an appeal of the Hattiesburg Historic Conservation Commission's denial to remove a tree from the front yard of a certain property located at 307 S. 23rd Ave; The Hattiesburg Historic Conservation Commission DENIED the application on August 13, 2014.

Attachments: HHCC MINUTES 2014 AUG
Signed submitted appeal
307 s 23rd ave HHCC Report sheet

VI.-3 2014-1433

APPROVE or DENY the preliminary plat for Shadow Ridge Subdivision, filed by Ronnie Blackwell, JMJ Properties, LLC, Owner, for certain properties located at Wedgewood Trace (Parcel 052K-10-03.000, PPIN 24500, Ward 3). The Planning Commission recommended to APPROVE on March 5, 2014.

Attachments: Shadow Ridge Plat
 March PC Minutes

VI.-4 2014-1416

Adopt Resolutions condemning the following properties as unclean
and a menace to the health and safety of the community

Attachments: Adopt Resolutions MEMO 10-7-14

4. 707 E 9th St.
executed 4. 707 E 9th St. RES#2014-181

5. 901 Fairley St.
executed 5. 901 Fairley St. RES#2014-182

6. 204 Gulport St.
executed 6. 204 Gulport St. RES#2014-183

7. 105 Kamper ST.
executed 7. 105 Kamper ST. RES#2014-184

8. 212 Timothy Ln.
executed 8. 212 Timothy Ln. RES#2014-185

9. 342 Venetian Way
executed 9. 342 Venetian Way RES#2014-186

10. 409 Lott Street
executed 10. 409 Lott Street RES#2014-187

11. 311 J.C. Killingsworth Dr.
executed 11. 311 J.C. Killingsworth Dr. RES#2014-188

12. 111 Shadow Lake Dr.
executed 12. 111 Shadow Lake Dr. RES#2014-189

13. 101 Montague St.
executed 13. 101 Montague St. RES#2014-190

14. 119 Montague St.
executed 14. 119 Montague St. RES#2014-191

15. 304 Mable St.
executed 15. 304 Mable St. RES#2014-192

16. 217 E 3rd St.
executed 16. 217 E 3rd St. RES#2014-193

17. 106 S 37th Ave.
executed 17. 106 S 37th Ave. RES#2014-194

VI.-5 2014-1412

Adopt resolution authorizing the filing of application with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal Transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23 and other Federal Transit Administration. (FTA 2014)]

Attachments: Authorization Resolution Letter for JARC Grant 2014
JARC Grant MS-90-X093-00
executed Authorization Resolution Letter for JARC Grant 2014 RES#2014-195

VI.-6 2014-217

Adopt a Resolution authorizing Requisition No. 15 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: Unexecuted 2013 Bond Requisition No. 15
executed 2013 Bond Requisition No. 15 RES#2014-196

VI.-7 2014-1409

Adopt a resolution to remove Ines F. Hicks as Petty Cash Custodian and approve Patrina Harper as the Petty Cash Fund Custodian for the Hattiesburg Police Department; authorize manual check for the same.

Attachments: Resolution removing custodian.
executed Resolution removing custodia. RES#2014-197

VI.-8 2014-1413

Authorize the Mayor to execute an agreement for Hub City Transit System for the Job Access Reverse Commute (JARC) funds in the amount of \$367,964.00.

Attachments: JARC Grant MS-90-X093-00
executed JARC Grant MS-90-X093-00

VI.-9 2014-1417

Authorize Mayor to execute duplicate original release of maintenance and public liability between the City of Hattiesburg and Warren Paving on the 4th Street Roadway Improvements Project

Attachments: Unexecuted Release of Maintenance 4th Street Roadway Improvements Project
executed Release of Maintenance 4th Street Roadway Improvements Project

VI.-10 2014-1435

Authorize Mayor and Deputy City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2014.

Attachments: Municipal Compliance Questionnaire 2014
 Elected Officials
 executed Municipal Compliance Questionnaire 2014

VI.-11 2014-1415

Approve and Authorize Mayor to execute (in duplicate) agreement between the City of Hattiesburg and the National Railroad Passenger Corporation for lease of the Hattiesburg Train Depot.

Attachments: Amtrak Lease Agreement
 executed Amtrak Lease Agreement

VI.-12 2014-1434

Authorize execution of warranty deed conveying certain property in Forrest County (as described in attached legal description) to Southern Pines Animal Shelter.

Attachments: City of Hattiesburg - Southern Pines WARRANTY DEED
 executed City of Hattiesburg - Southern Pines WARRANTY DEED

VI.-13 2014-1426

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.
{Entitlements}

Attachments: 2014 BCS EMERGENCY Repair Subrecipient
 executed 2014 BCS EMERGENCY Repair Subrecipient

VI.-14 2014-1350

Take from the Table and Approve Task Order #7 with Neel-Schaffer, Inc. for preliminary engineering services related to the design and construction of a new wastewater treatment facility to replace the existing South Lagoon Wastewater Treatment Plant; Authorize Mayor to execute in duplicate.

Attachments: NSI Task Order No 7
 executed NSI Task Order No 7

- VI.-15** 2014-1430 Approve Purchase of a 2015 FERRARA 100 ft. Ladder Truck in the amount of Seven Hundred Sixty-Four Thousand Two Hundred Twenty-Nine dollars and no cents (\$764,229.00) by the City of Hattiesburg Fire Department.

Attachments: 2015 FERRARA Quote

- VI.-16** 2014-1427 Adopt the City of Hattiesburg's HOME Recapture Provisions; and Adopt the updated Downpayment Assistance Program Policies and Guidelines; said provisions and policies maintain the City of Hattiesburg's compliance with the requirements for U.S. Department of Housing & Urban Development programs. {Entitlements}

Attachments: 2014 HOME Recapture ProvisionsHUDApprovedFINAL
Downpayment Assistance Program Guidelines

- VI.-17** 2014-1401 Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Attachments: 2014-2015 Motor Vehicle Assessment Schedule
executed 2014-2015 Motor Vehicle Assessment Schedule

VII. ROUTINE AGENDA

- VII.-1** 2014-1424 Authorize application for grant from Canadian National Railroad in the amount of \$25,000.00 for assistance with Rails to Trails projects. (nunc pro tunc)

Attachments: Grant Application

VII.-2 2014-1425

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed \$5,000.00; Authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same.
{Entitlements}

Attachments: Public Service - Pinebelt Community Services - Meals
executed Public Service - Pinebelt Community Services - Meals

VII.-3 2014-1418

Approve Plans and Specifications for the COMSWIP Water and Sewer Improvements Project Sewer Phase IV Rehabilitation of San Antonio, East Hardy and Lakeview Street project; Authorize advertisement for bids for same.

Attachments: Cover Letter
Sewer Phase IV - Specifications & Contract documents
Unexecuted Advertisement for Sewer Phase IV
executed Advertisement for Sewer Phase IV

VII.-4 2014-1400

Acknowledge award and acceptance of USDOJ Jail Diversion Expansion grant in the amount of \$200,000.

Attachments: HBG 2014 Jail Diversion award acceptance

VII.-5 2014-1403

Acknowledge award and acceptance of USDOJ Byrne Justice Assistance grant in the amount of \$16,598.

Attachments: USDOJ Byrne JAG 2014 award

VII.-6 2014-1410

Acknowledge donation from Dixie Pipeline Company, LLC, in the amount of Two Hundred Seventy-Five Dollars and zero cents (\$275.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection Fund to purchase fire protection equipment, etc.

Attachments: 2014 Dixie Pipeline Donation

VII.-7 2014-1423

Acknowledge bids received September 25, 2014 for the Comprehensive Sewer and Water Investment Project (COMSWIP) Water System Expansion on Veteran's Memorial Blvd & S. 28th Ave. Extension, and award contract to C. B. Developers, Inc. in the amount \$1,361,828.84 as being the lowest and best bid; Authorize Mayor to execute contracts for same upon preparation.

Attachments: Certified Bid Tab

VII.-8 2014-1399

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2013 and 2014, from Nicholson & Company, PLLC(on file in the City Clerk's Office).

Attachments: Pine Belt Reginal Solid Waste Managenment Authority-2013-2014 Audit

VII.-9 2014-1402

Acknowledge proofs of publication for the month of August, 2014.

Attachments: Proof of Publications for August 2014

VII.-10 2014-1429

Approve the sale of grave spaces, per attached memo.

Attachments: Cemetery Deeds 10-7-14
 Cemetery Receipts 10-7-14
 executed Cemetery Deeds 10-7-14

VII.-11 2014-1420

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

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Docs

VII.-12 2014-1422

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

Attachments: MEMORANDUM-Manual Checks-HOME
 HOME Supporting Docs

I. Call to Order



City of Hattiesburg, MS

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

Master

File Number: 2014-1432

File ID: 2014-1432

Type: Regular Agenda Item

Status: In Committee

Version: 2

Reference:

In Control: Planning
Commission

File Created: 10/01/2014

Brief Title: 1212 Main Street - Zoning Change

Final Action: 10/07/2014

Minute Book Number: MB2014-300

Title:

APPROVE or DENY to adopt an ordinance to change the zoning classification of a certain property located at 1212 Main Street (Parcel 029F-04-283.00, PPIN 20055, Ward 2) from R-1A (Single-Family Residential) District to R-2 (Two-Family) District, filed by Shannon Little, Owner. The Planning Commission recommended to APPROVE on September 3, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: September PC Minutes (DRAFT), Image Sheet - 1212 N. Main (Rezoning), Staff Summary - Little - 1212 N. Main (Rezoning), APPEAL FORM - Griffin Signed, Ordinance - Little

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Remand	Planning Commission			Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to remand to the Planning Commission, to APPROVE or DENY to adopt an ordinance to change the zoning classification of a certain property located at 1212 Main Street (Parcel 029F-04-283.00, PPIN 20055, Ward 2) from R-1A (Single-Family Residential) District to R-2 (Two-Family) District, filed by Shannon Little, Owner. The Planning Commission recommended to APPROVE on September 3, 2014.

Council member Carroll said he was making the Motion to give [Mr. Griffin] his day before the Planning Commission.

Council member Dryden said she does not want there to be any questions about the process.

Council President Bradley said remanding will allow Mr. Griffin due process; he said it is an imposition on Ms. Little but the appropriate action. He encouraged Ms. Brantley to leave signs up when [Planning Commission] hearings are postponed so that people will know they have been rescheduled.

Council member Dryden thanked Ms. Little for the work she has done to improve the property [at 1212 North Main] and for her investment in Hattiesburg.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1432

Title

APPROVE or DENY to adopt an ordinance to change the zoning classification of a certain property located at 1212 Main Street (Parcel 029F-04-283.00, PPIN 20055, Ward 2) from R-1A (Single-Family Residential) District to R-2 (Two-Family) District, filed by Shannon Little, Owner. The Planning Commission recommended to APPROVE on September 3, 2014.

Summary

1212 Main Street - Zoning Change

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
September 3, 2014**

The Hattiesburg Planning Commission did meet in a regular session on September 3, 2014 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners Absent: Don McCleskey

Also Present: Pattie Brantley, AICP, Director of Urban Development
Michael Maret, Planner
Ginger Maddox, Planner
Steve Mitchell, Building Official
Lamar Rutland, Director of Engineering

Chairman White declared the meeting of the Hattiesburg Planning Commission open and in session at 12:59 P.M.

INVOCATION

Chairman White gave the invocation.

AGENDA REVIEW

There came the matter of the September 2014 Agenda. Mr. Maret requested a change in the order of petitions within the public hearing and requested that tabled Item I be the first petition heard at the meeting. A request was made by Chairman White for a motion to Approve the amended September 2014 Agenda with edits. A motion was made by Commissioner Corts to Approve the August 2014 Agenda with edits items, Commissioner Conville seconded the motion.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the August 6, 2014 Minutes. A request was made by Chairman

White for a motion to Approve the August 6, 2014 Minutes. A motion was made by Commissioner Corts to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. Lamar Rutland, Director of Engineering was introduced to the Commission. Mr. Rutland updated the commission on several current projects happening in the City. These included the completion of 4th Street Phase 1, and Phase 2 to soon follow, the ongoing Gordon’s Creek Project, and ongoing Safe Routes to School.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission. Mr. Mitchell informed the commission that large commercial projects were on the rise while single family homes were down from last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission that all August petitions to the City Council were approved.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:07 P.M. and read the rules and procedures of the hearing.

There came the matter of Item I (Rezoning), Shannon Little, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1212 Main Street (Parcel 029F-04-283.00, PPIN 20055, Ward 2) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Shannon Little	310 Williams Street	Hattiesburg, MS
<u>Proponents:</u>	Sarah Lewis	1212 Main Street	Hattiesburg, MS

Opponents: None

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the request for the rezoning from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District, based on a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item A (Rezoning), Wesley Breland, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located along S. 37th Avenue (Parcel 028M-07-086.00, PPIN 26456, Ward 3) from B-3 (Community Business) District to R-1A (Single-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Wesley Breland	104 Danbury Ln	Hattiesburg, MS
<u>Proponents:</u>	Kyle Wallace	301 2 nd Ave	Hattiesburg, MS
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Horton made a motion to approve the request for the rezoning from B-3 (Community Business) District to R-1A (Single-Family Residential) District, based on a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Planned Residential Development), Wesley Breland, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Planned Residential Development (PRD) in a R-1A (Single-Family Residential) District for certain properties located along S. 37th Avenue (Parcels 028M-07-086.00 and 028M-07-087.00, PPINs 26456 and 26460, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Wesley Breland	104 Danbury Ln	Hattiesburg, MS
<u>Proponents:</u>	Bruce Tolar	4 Mimosa Cove	Ocean Springs, MS
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the request for a Planned Residential Development (PRD) in the R-1A (Single-Family Residential) District. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Eric Martin
Don McCleskey
Annie Pope
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (Use Permit), Joseph Holifield, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a Use Permit on Review for a portion of the property located at 5175 Old Highway 42 (Parcel 028A-05-047.00, PPIN 20718, Ward 2). Section 64.03 of the Land Development Code allows “Uses Permitted on Review” that include 64.03.3 (Junk Yard). The subject property is zoned I-1 (Light Industrial) District.

	Name	Address	City/State
<u>Presented by:</u>	Lonnie Smith	5175 Old Highway 42	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the request Use Permit on Review for a portion of the property located at 5175 Old Highway 42 to allow a “Junk Yard” use with the following stipulations:

Maximum lot area allowed for Tow Yard storage is 120 ft. by 80 ft. (9,600 square feet).

Tow Yard area to be defined with fencing and screened from the Public Right of Way.

Based on the need to preserve and encourage the stability of the Hattiesburg business community.

The motion was seconded by Commissioner Pope.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D (Use Permit), Joyce Hicks & Adrienne Hicks-Garanich, Applicants, on behalf of AJ Jones & Lynn Meador, Owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi to request a Use Permit on Review for a Bed & Breakfast Residence with Commercial Meeting Privileges, as outlined in Article 5, Section 83.03 of the Land Development Code, for a certain property located at 103 Short Bay Street (Parcel 029I-10-225.00, PPIN 18553, Ward 4). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Adrienne Hicks-Garanich	115 Short Bay St	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Conville made a motion to approve the request for a Use Permit on Review for a Bed & Breakfast Residence with Commercial Meeting Privileges for the property located at 103 Short Bay Street, based on a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item E (Variance), Joyce Hicks & Adrienne Hicks-Garanich, Applicants, on behalf of AJ Jones & Lynn Meador, Owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330,

as amended, of the City of Hattiesburg, Mississippi to request a variance from Article 5, Section 89.03 which states that parking facilities and driveways for residential commercial and industrial uses shall have an all-weather hard surface, and instead allow a crushed limestone parking area, for portions of the property located at 103 Short Bay Street (Parcel 029I-10-225.00, PPIN 18553, Ward 4).

	Name	Address	City/State
<u>Presented by:</u>	Adrienne Hicks-Garanich	115 Short Bay St	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the request for a variance from Article 5, Section 89.03 which states that parking facilities and driveways for residential commercial and industrial uses shall have an all-weather hard surface, and instead allow crushed limestone parking area (or pervious alternative approved by the planning staff) on certain portions of the property, based on the special conditions and circumstances not resulting from the actions of the applicant. The motion was seconded by Commissioner Pope.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item F (Variance), Todd Mixon (Courtesy Motors), Petitioner, on behalf of Courtesy Realty, LLC, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Article 3, Section 62.04.1 which states that the front setback shall be a minimum of thirty (30) feet and instead allow fourteen and one half (14.5) foot setback, for a certain property located at 1410 W. Pine Street (Parcel #038D-16-033.00, PPIN 26881, Ward 5). The subject property is zoned B-5 (Regional Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Chris Robinson	PO Box 1567	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Horton made a motion to approve the request for a variance from Article 3, Section 62.04.1 which states that the front setback shall be a minimum of thirty (30) feet and instead allow fourteen and one half (14.5) foot setback, for a certain property located at 1410

W. Pine Street, based on the special conditions and circumstances not resulting from the actions of the applicant. The motion was seconded by Commissioner Corts.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item G (Use Permit), Jerry Skipper (Cellular South Real Estate Inc.), Applicant, on behalf of C Spire Wireless, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi to request a Use Permit on Review for a Cellular Tower as outlined in Article 5, Section 89.05.2 of the Land Development Code, to be constructed on certain city owned property located adjacent to Helveston Road (Parcel 038J-22-005.00, PPIN 27449, Ward 5). The subject property is zoned R-1A (Single-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Todd Jenkins	121 Village Boulevard	Madison, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Wilson made a motion to approve the request for a Use Permit on Review for a Cellular Tower as outlined in Article 5, Section 89.05.2 of the Land Development Code, to be constructed on certain city owned property located adjacent to Helveston Road, zoned R-1A (Single-Family Residential) District, based on the need to preserve and encourage the stability of the Hattiesburg business community and also with the stipulation that no construction will begin until the lesase agreement with the City is signed and approved. The motion was seconded by Commissioner Pope.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item H (Variance), Jerry Skipper (Cellular South Real Estate Inc.), Applicant, on behalf of C Spire Wireless, Owner, with the Mayor and Council of the City of

Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi to request a variance from Article 5, Section 98.05.A which states that the Tower shall be set back the height of the Tower on all sides from the Tower Site’s property lines and from public right-of-ways, up to the maximum Tower height of 150 feet, and instead allow a 30 foot fall zone, for a certain city owned property located adjacent to Helveston Road (Parcel 038J-22-005.00, PPIN 7449, Ward 5).

	Name	Address	City/State
<u>Presented by:</u>	Todd Jenkins	121 Village Boulevard	Madison, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the request for a variance from Article 5, Section 98.05.A which states that the Tower shall be set back the height of the Tower on all sides from the Tower Site’s property lines and from public right-of-ways, up to the maximum Tower height of 150 feet, and instead allow a 30 foot fall zone, based on the special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

A preliminary plat review for Midtown Square Subdivision, Wesley Breland, Owner, was presented by Pattie Brantley and Welsey Breland to the Committee for approval. Commissioner Conville made a motion to approve the plat and Commissioner Wilson seconded the approval. The vote to approve the preliminary plat is detailed below:

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Eric Martin
Annie Pope
Jessie Wilson
Judy Corts

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:55 P.M.

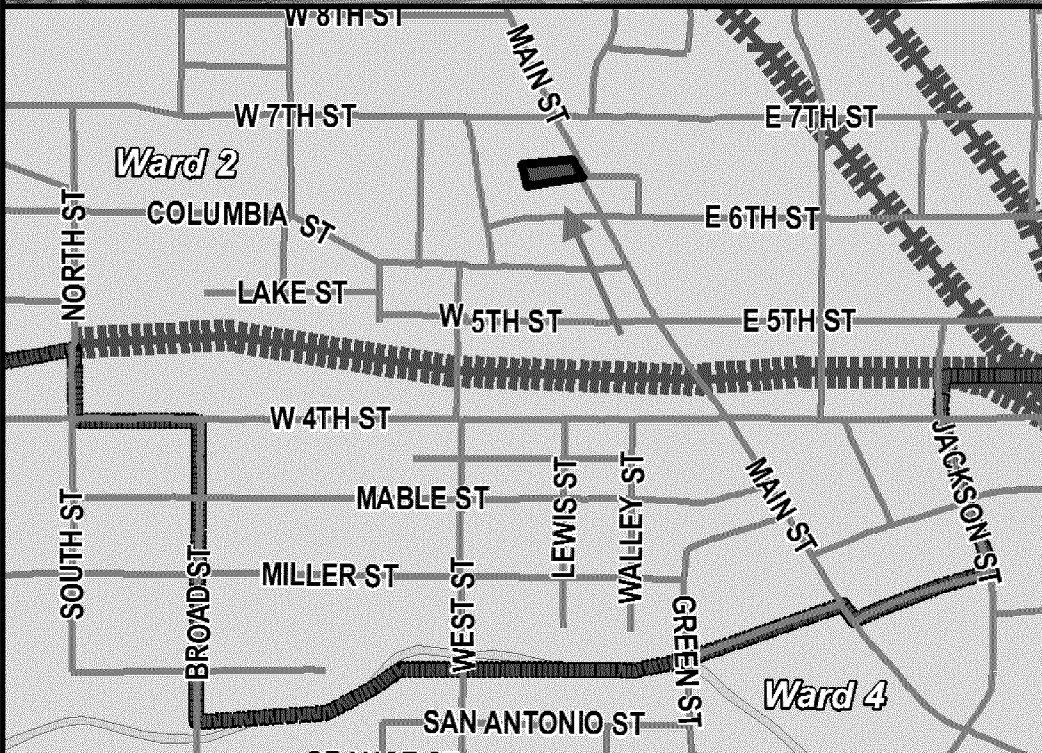
Joe White, Chairman

Pattie Brantley, AICP, Director of Urban Development.

SUBJECT PARCEL:

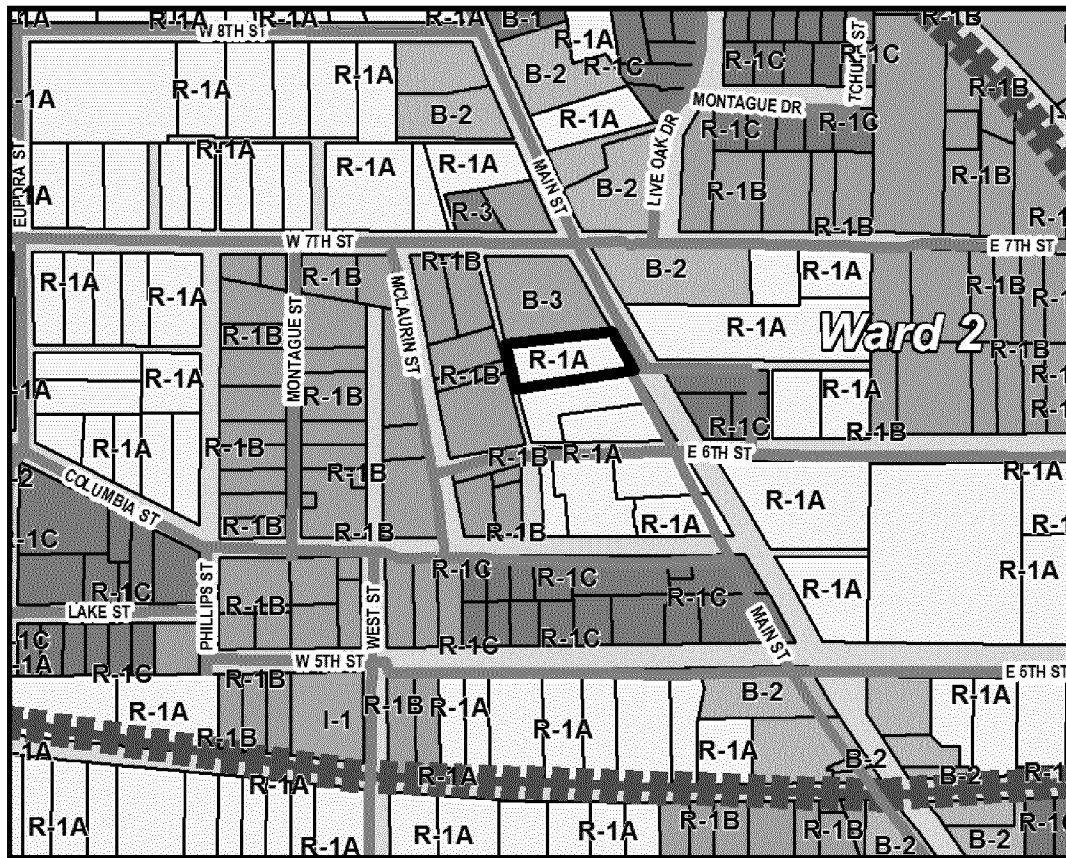
1212 Main Street, Shannon Little

The applicant requests a Rezoning from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District.



Vicinity Map

Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Big Star store zoned B-3 (Community Business) District.



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



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



Western Direction: Residences zoned R-1B (Single-Family Residential) District.





**Planning Commission
Case Fact Sheet**

Names of Applicant: Shannon Little, Owner
Property Owner: Little Rentals, LLC

Address of Property: 1212 Main Street
Tax Parcels/Ward: 029F-04-283.00
PPIN: 20055
Ward: 2

Requests: **Rezoning**

Purpose of Request: To consider an application for a **Rezoning** from **R-1A (Single-Family Residential) District** to **R-2 (Two-Family Residential) District**.

Applicant Summary: The purpose of rezoning this property is to allow for the owner to divide the building into two living units (duplex). See attached.

Applicable Regulations:
SECTION 52

R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT

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

SECTION 55

R-2 TWO-FAMILY RESIDENTIAL DISTRICT

55.01 General Description: This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related

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

Present Zoning: R-1A (Single-Family Residential) District

Present Use: Vacant residential building.

Surrounding Zoning and Land Use:
North: B-3 Community Business District
South: R-1A Single-Family Residential District
East: R-1A Single-Family Residential District
West: R-1B Single-Family Residential District

Future Land Use Plan: The subject parcels are shown in the 2008 Future Land Use Map as Neighborhood Business Corridor.

District Overview: The Neighborhood Business District is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics: The characteristics of this district include the following: 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. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses: The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

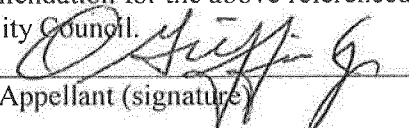
Most Nearly Bounded By (streets): This parcel will be accessible by Main Street. Bounded to the north by W. 7th Street, to the south by W. 6th Street, and to the west by

	McLaurin Street.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of July 31, 2014.
Comments:	Transitions higher intensity business to lower intensity single-family residential uses. Is in the North Main Historic District. Adjacent residential properties are not R-2 (Two-Family Residential) District.
Basis for Approval:	There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
Options:	Recommend approval or denial of the request for to rezone the subject parcel from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District. Said parcel being: 028K-07-036.00 (PPIN 20055).

CITY OF HATTIESBURG
Dept. of Urban Development
REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date: 9/9/14
Planning Commission Meeting Date: September 3, 2014 <i>(Appeals must be made within ten consecutive days of the recommendation)</i>
Name of Property Owner/Petitioner: Shannon Little, Little, LLC, Owner
Petitioner's Request of the Planning Commission: I. Take from the table and hear a petition that has been filed by Shannon Little, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1212 N. Main Street (Parcel 029F-04-283.00, PPIN 20055, Ward 2) from R-1A (Single-Family Residential) District to R-2 (Two-Family Residential) District.
Address of Petitioned Property: 1212 N. Main Street
Planning Commission's Recommendation: Approve
Name of Person Requesting Appeal Hearing: OTIS GRIFFIN JR
Mailing Address of Person Requesting Appeal Hearing: 1223 N MAIN ST HATTIESBURG, MS 39401

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

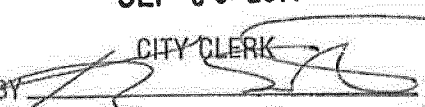

Appellant (signature)

Appellant (signature)

Send to:
Tamika Paige, Planning Division
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962
tpaige@hattiesburgms.com

FILED

SEP 09 2014

BY 
CITY CLERK
DEPUTY CLERK

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 1212 MAIN STREET (PARCEL 029F-04-
283.00, PPIN 20055, WARD 2) FROM R-1A (SINGLE-FAMILY RESIDENTIAL)
DISTRICT TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

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

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

Said properties are described as follows:

Lot 1, Block 1 of the Lurlyne Subdivision, Forrest County, Hattiesburg, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1437

File ID: 2014-1437

Type: Regular Agenda Item

Status: Removed

Version: 2

Reference:

In Control: City Council

File Created: 10/02/2014

Brief Title: Appeal Hearing - 307 S. 23rd Ave.

Final Action:

Minute Book Number: MB2014-300, MB2014

Title: APPROVE or DENY an appeal of the Hattiesburg Historic Conservation Commission's denial to remove a tree from the front yard of a certain property located at 307 S. 23rd Ave; The Hattiesburg Historic Conservation Commission DENIED the application on August 13, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: HHCC MINUTES 2014 AUG, Signed submitted appeal, 307 s 23rd ave HHCC Report sheet

Enactment Number:

Contact:

Meeting Date:

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/07/2014	Action Text: No MOTION was offered on Policy Agenda Item VI.-2, APPROVE or DENY an appeal of the Hattiesburg Historic Conservation Commission's denial to remove a tree from the front yard of a certain property located at 307 S. 23rd Ave; The Hattiesburg Historic Conservation Commission DENIED the application on August 13, 2014, as the public hearing scheduled for October 6 was recessed until October 20, 2014.				
2	City Council	10/07/2014					
2	City Council	10/21/2014	Remove				
	Action Text:	Remove					

Text of Legislative File 2014-1437

Title

APPROVE or DENY an appeal of the Hattiesburg Historic Conservation Commission's denial to remove a tree from the front yard of a certain property located at 307 S. 23rd Ave; The Hattiesburg Historic Conservation Commission DENIED the application on August 13, 2014.

Summary

Appeal Hearing - 307 S. 23rd Ave.

**MINUTES OF THE MEETING OF THE
HATTIESBURG HISTORIC CONSERVATION COMMISSION**

Wednesday, August 13, 2014

The Hattiesburg Historic Conservation Commission met August 13, 2014, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi, William Wicht, Jr., Chairman, presided.

Commissioners present: Mary Halliwell
Deborah Hardy
Michelle Heidelberg
Newton Fawcett, Vice-Chairman
Sarah Newton
William Wicht, Jr., Chairman

Commissioners absent: Michael Anderson

Staff present: Pattie Brantley, Urban Development Director
Michael Maret, Planner
Wiley Quinn, Code Enforcement Manager
Andy Parker, City Arborist

AGENDA

There came the matter of the agenda for the meeting of August 13, 2014. A motion was made by Commissioner Hardy and seconded by Commissioner Halliwell that the agenda be approved. The motion carried.

MINUTES

There came the matter of the minutes for the July 9, 2014 meeting. A motion was made by Commissioner Fawcett and seconded by Commissioner Halliwell that the minutes be approved. The motioned carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Vicki C. Flanagan, Owner, to remove tree located at 503 Bay St.

	<u>Name</u>	<u>Title</u>
Presented by:	Vicki C. Flanagan	Owner
Others to speak:	None	

Discussion and Vote

Motion: Approve application as submitted

Motion made by: Sarah Newton

Motion seconded by: Newton Fawcett

Commissioners voting aye: Newton Fawcett, Sarah Newton

Commissioners voting nay: Mary Halliwell

Commissioners abstaining: Deborah Hardy, Michelle Heidelberg

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Vonda Meadows, Owner, to demolish the accessory structure located at 1108 Main St.

	<u>Name</u>	<u>Title</u>
Presented by:	Vonda Meadows	Owner
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Deborah Hardy
<u>Motion seconded by:</u>	Michelle Heidelberg
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Michael R. O’Neal, Owner, to install a pool in the back yard of the property located at 1011 Adeline St.

	<u>Name</u>	<u>Title</u>
Presented by:	Robert Malone	Contractor
Others to speak:	Mary Dryden	Neighborhood Resident

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Michelle Heidelberg
<u>Motion seconded by:</u>	Deborah Hardy
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed Terri Guidry, Applicant, Marie Sykes, Owner, to install vinyl siding on the structure located at 1811 Eva St.

	<u>Name</u>	<u>Title</u>
Presented by:	Marie Sykes	Owner
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Michelle Heidelberg
<u>Motion seconded by:</u>	Sarah Newton
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Chris Novak, Applicant, David Ott, Owner, to remove a tree located at 310 S. 22nd Ave.

	<u>Name</u>	<u>Title</u>
Presented by:	Chris Novak	Applicant
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Deborah Hardy
<u>Motion seconded by:</u>	Mary Halliwell
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Chris Novak, Applicant, David Ott, Owner, to remove a tree located at 320 S. 22nd Ave.

	<u>Name</u>	<u>Title</u>
Presented by:	Chris Novak	Applicant
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Newton Fawcett
<u>Motion seconded by:</u>	Michelle Heidelberg
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Chris Novak, Applicant, David Ott, Owner, to remove a tree located at 223 S. 24th Ave.

	<u>Name</u>	<u>Title</u>
Presented by:	Chris Novak	Applicant
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Deborah Hardy
<u>Motion seconded by:</u>	Newton Fawcett
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by William McLeod, Applicant, Mary McLeod, Owner, to replace front 5x3 window with a new design and to replace wood rear door with a metal door on the structure located at 218 S. 20th Ave.

	<u>Name</u>	<u>Title</u>
Presented by:	William McLeod	Applicant
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve only the replacement of the rear door.
<u>Motion made by:</u>	Newton Fawcett
<u>Motion seconded by:</u>	Deborah Hardy
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Linda McMurtrey, Owner, to remove a tree located at 104 Williams St.

	<u>Name</u>	<u>Title</u>
Presented by:	Linda McMurtrey	Owner
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Michelle Heidelberg
<u>Motion seconded by:</u>	Mary Halliwell
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Linda McMurtrey, Owner, to remove a tree located at 107 Williams St.

	<u>Name</u>	<u>Title</u>
Presented by:	Linda McMurtrey	Owner
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Deborah Hardy
<u>Motion seconded by:</u>	Michelle Heidelberg
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Glenn Nees, Owner, to perform the following work at the property located at 301 S. 22nd Ave.:

- a) Remove concrete slab from back yard
- b) Replace existing fence with 8’ wood shadow box fence
- c) Remove tree

	<u>Name</u>	<u>Title</u>
Presented by:	Glenn Nees	Owner
Others to speak:	None	

Discussion and Vote

Motion: Approve application as submitted

Motion made by: Deborah Hardy

Motion seconded by: Mary Halliwell

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Katheryn Garner, Owner, to install an 8’ wood fence on the property located at 117 College Dr.

	<u>Name</u>	<u>Title</u>
Presented by:	Kathy Garner	Owner
Others to speak:	None	

Discussion and Vote

Motion: Approve application as submitted

Motion made by: Mary Halliwell

Motion seconded by: Newton Fawcett

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Adrienne Hicks, Applicant, A. J. Jones, Owner, to perform following work on the property located at 103 Short Bay St.:

- a) Parking design to accommodate a propose
- b) d B&B
- c) 4’ picket fence around proposed front parking
- d) Remove tree.

	<u>Name</u>	<u>Title</u>
Presented by:	Adrienne Hicks	Applicant
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted, provided the impervious parking is approved by Hattiesburg Planning Commission	
<u>Motion made by:</u>	Newton Fawcett	
<u>Motion seconded by:</u>	Michelle Heidelberg	
<u>Commissioners voting aye:</u>	All present and voting	
<u>Commissioners voting nay:</u>	None	
<u>Commissioners abstaining:</u>	None	

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Scott Pipkins, Applicant, Fran Dufour, Owner, to remove the left front door and install hand rails on the 1st and 2nd story front porch of the structure located at 113 Short Bay St.

	<u>Name</u>	<u>Title</u>
Presented by:	Scott Pipkins	Applicant
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application, with 42” railing on the 2 nd story.	
<u>Motion made by:</u>	Michelle Heidelberg	
<u>Motion seconded by:</u>	Mary Halliwell	
<u>Commissioners voting aye:</u>	All present and voting	
<u>Commissioners voting nay:</u>	None	
<u>Commissioners abstaining:</u>	None	

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Sarah Newton, Owner, to modify existing fencing and to remove porch roof from rear of the structure located at 312 3rd Ave.

	<u>Name</u>	<u>Title</u>
Presented by:	Sarah Newton	Owner
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted	
<u>Motion made by:</u>	Deborah Hardy	
<u>Motion seconded by:</u>	Newton Fawcett	
<u>Commissioners voting aye:</u>	All present and voting	
<u>Commissioners voting nay:</u>	None	
<u>Commissioners abstaining:</u>	None	

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Candice Santell, Owner, to remove a tree located at 307 S. 23rd Ave.

	<u>Name</u>	<u>Title</u>
Presented by:	Misty Corts	Representative
Others to speak:	Glenn Nees	Parkhaven Neighborhood Asso.
	Ben Pace	Neighbor

Discussion and Vote

<u>Motion:</u>	Deny the application on the basis that the tree was and is in good health and contributes to the character of the Parkhaven Neighborhood.
<u>Motion made by:</u>	Deborah Hardy
<u>Motion seconded by:</u>	Mary Halliwell
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Gwenevere Pugh, Applicant, Marlon Pugh, Owner, to construct a front porch with a hipped roof and an ADA access ramp on the structure located at 605 Louise St.

	<u>Name</u>	<u>Title</u>
Presented by:	Gwenevere Pugh	Applicant
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application with wood 6"x6" posts.
<u>Motion made by:</u>	Newton Fawcett
<u>Motion seconded by:</u>	Sarah Newton
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by City of Hattiesburg to demolish the structure located at 213 W. 4th St.

	<u>Name</u>	<u>Title</u>
Presented by:	Wiley Quinn	Code Enforcement Mgr
Others to speak:	None	

Discussion and Vote

<u>Motion:</u>	Approve application as submitted
<u>Motion made by:</u>	Newton Fawcett

Motion seconded by: Michelle Heidelberg
Commissioners voting aye: All present and voting
Commissioners voting nay: None
Commissioners abstaining: None

Other Business

There came the matter of the City Arborist's report. A report was submitted.

There came the matter of the Code Official's report. A report was submitted.

There came the matter of the Coordinator's report. A report was submitted.

The chairman opened the floor for public comments or questions.

There being no further business, upon motion duly made by Commissioner Heidelberg and seconded by Commissioner Fawcett and unanimously approved, the meeting was adjourned at 2:03 p.m.

Respectfully submitted,

William Wicht, Jr., Chairman

Michael Maret, Recording Secretary/ Planner



Send to:
Ginger Maddox, Planner
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.554.1031 or fax 601.545.1962

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

Today's Date: 8/20/2014
Historic Conservation Commission Meeting Date: 8/13/2014 <i>(Appeals must be made within 10 consecutive days of the decision)</i>
Name of Property Owner/Petitioner: Ross and Candice Santell
Name of Person Requesting Appeal Hearing: Ross and Candice Santell
Mailing Address of Person Requesting Appeal Hearing: 917 Xenia Avenue, Yellow Springs, OH 45387
Address of Petitioned Property: 307 S. 23 rd Ave.
Petitioner's Request of the Historic Commission: We would like to remove a large pine tree located very close to the house in the front yard of the property. Reason for removal is: 1) to protect the home from damage during windy conditions, as the tree is old and branches are falling: note the quote on the WLOX web site (Arborist Eric Nolan stated the city (of Biloxi) can issue permits to cut down up to five protected trees per development. Any more than that requires a hearing before the planning commission. He said pines, pecan trees, and popcorn trees are exempt from that requirement because they tend to have structural problems as they get larger) and 2) reduce the risk of lightning strike to the house. Removing the tree will prevent subsequent damage resulting from both events.
Historic Commission's Decision: <i>Approve or Deny</i>

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

FILED

AUG 21 2014

BY  CITY CLERK
DEPUTY CLERK

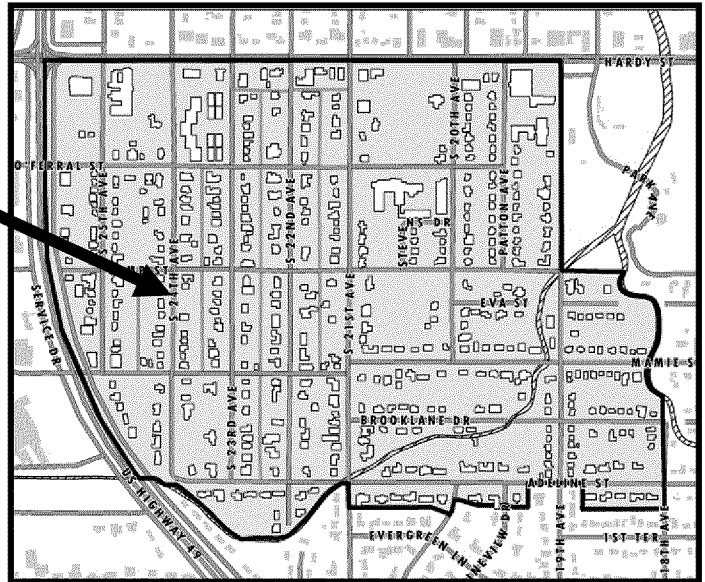


Petitioner (signature)

Petitioner (signature)

Application Data Sheet—Item 16

Significance: Contributing



Adjacent Properties





Workers began removing tree
without HHCC authorization
on July 25, 2014.





City of Hattiesburg, MS

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

Master

File Number: 2014-1433

File ID: 2014-1433

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/01/2014

Brief Title: Shadow Ridge Phase II - Preliminary Plat

Final Action: 10/07/2014

Minute Book Number: MB2014-301

Title:

APPROVE or DENY the preliminary plat for Shadow Ridge Subdivision, filed by Ronnie Blackwell, JMJ Properties, LLC, Owner, for certain properties located at Wedgewood Trace (Parcel 052K-10-03.000, PPIN 24500, Ward 3). The Planning Commission recommended to APPROVE on March 5, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: Shadow Ridge Plat, March PC Minutes

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to APPROVE the preliminary plat for Shadow Ridge Subdivision, filed by Ronnie Blackwell, JMJ Properties, LLC, Owner, for certain properties located at Wedgewood Trace (Parcel 052K-10-03.000, PPIN 24500, Ward 3). The Planning Commission recommended to APPROVE on March 5, 2014.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

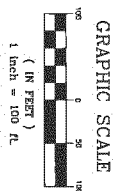
Text of Legislative File 2014-1433

Title

APPROVE or DENY the preliminary plat for Shadow Ridge Subdivision, filed by Ronnie Blackwell, JMJ Properties, LLC, Owner, for certain properties located at Wedgewood Trace (Parcel 052K-10-03.000, PPIN 24500, Ward 3). The Planning Commission recommended to APPROVE on March 5, 2014.

Summary

Shadow Ridge Phase II - Preliminary Plat



Clearpoint
Consulting Engineers, P.A.
6002 US HWY 80 - Hattiesburg, Mississippi 39402
Ph: (601) 281-0000 - Fax: (601) 281-0573

NAME OF OWNERS:
W.J. MORRIS II JR. & ROLAND
WILLIAM HATTIESBURG, MS
39402
MARINA JO HOWELL, 1504
HARRIS ROAD, GUMPTON,
MS 38933

Shadow Ridge Phase II Preliminary Plat

- NOTES:
1. DATE OF FIELD SURVEY: PARCEL 10 - 02/2014
 2. SUBDIVISION PANEL - 02/2014
 3. SEWER TREATMENT BY A CENTRAL COLLECTION SYSTEM
 4. WATER SUPPLY BY ARMOUD LINE WATER ASSOC.
 5. LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 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1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178,

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
March 5, 2014**

The Hattiesburg Planning Commission did meet in a regular session on March 5, 2014 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chariman
Joseph White, Vice-Chairman
Judy Corts
Annie Pope
Linda McMurtrey
Eric Martin
John Blanks
Jessie Wilson
Peggy Horton

Commissioners Absent: Don McClesky

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Ginger Maddox, Planner

Dick Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the March 2014 Agenda. Chairman Conville indicated that Item 3 on the Agenda should read “February Meeting” for minutes approval and not “December Meeting.” Pattie Brantley noted that Item B & F would be presented together but voted on separately. She also noted that Bob Barber’s presentation was no longer a part of the business meeting following petitions. A request was made by Chairman Conville for a motion to Approve or Deny the March 2013 Agenda as amended. A motion was made by Commissioner Wilson to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

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

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the February 5, 2014 minutes. A motion was made by Vice-Chairman White and seconded by Commissioner Horton to approve the minutes as presented.

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

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission that Planning Manager, Donovan Scruggs, had left his position with the city. She updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the sign variance for Mack Grubbs Hyundai application.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. Chairman Conville gave the floor to Commissioner Corts to provide a Nominating Committee Report. It was announced that Joe White would be Chairman of the Commission, Linda McMurtrey, vice-chairman, and Peggy Hortman, Secretary. Chairman Conville then announced the Land Development Code Review Committee to assist in the updating process.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:20 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Side Yard Setback Variance), Glenn Nees, Petitioner, on behalf of Norman Hortman, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, requesting two variances: 1. A ten (10) foot side yard setback variance on the northwest property line, and 2. A ten (10) foot side yard setback variance on the southeast property line, from the fifteen (15) feet of the requirements in Article 3, Section 52.04.2.B of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi,

for a certain property located at 410 6th Avenue (Parcels 029N-09-102.00, PPIN 19523, Ward 4). The variances would allow side yard setbacks of five (5) feet for northwest and southeast property lines of the subject property which is located in the R-1A (Single Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Glenn Nees	301 S 22 nd Ave	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville withdrew from the meeting giving the floor to now Chairman White who declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Blanks made a motion to approve side yard setback variance of Item A to allow the five (5) foot side yard setbacks. He stated the basis for his motion is the special circumstances that exists which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Horton.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Rezoning), Glenn Davis, Petitioner, on behalf of RPM Pizza LLC, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 3211 Hardy Street and 3201 Hardy Street (Parcels 028K-07-036.00 and 028K-07-037.00 PPINs 33555 and 23006 respectively, Ward 1), from B-2 (Neighborhood Business) District to B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Glenn Davis	15384 5 th St	Gulfport, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve Item B for a rezoning from B-2 (Neighborhood Business) District to B-3 (Community Business) District based on change in neighborhood character based on current development activities along Hardy Street and continued growth of the corridor and public need to encourage the re-use of the vacant properties and to encourage more economic activity within areas meant to support businesses. The motion was seconded by Commissioner Martin. The vote to approve the variance is detailed below:

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (Use Permit), Joel Ford, Petitioner, on behalf of MS Tank, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, requesting a Use Permit on Review for a property located at 3000 W. 7th Street (Parcel 028F-06-098.00, PPIN 26407, Ward 1), for a parking lot as permitted in Section 56.03.7 of the Land Development Code.

	Name	Address	City/State
<u>Presented by:</u>	Joel Ford	2100 Oak Grove Rd	Hattiesburg
<u>Proponents:</u>	Mildred Maddox	3018 W 7 th Street	Hattiesburg
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Horton made a motion to approve the “Use Permit on Review” for a parking lot in the R-3 (Multi-Family Residential) District based on the need to preserve and encourage the stability of the Hattiesburg business community. The motion was seconded by Commissioner Pope. The vote to approve the variance is detailed below:

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D (Variance), Ronnie Blackwell, Petitioner, on behalf of David White, Owner/Member, with the Mayor and Council of the City of Hattiesburg, Mississippi, requesting a variance from Section 89.04.29 (Off-Street Parking requirements) of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi for properties located at 27 Lake Forgetful and 35 Lake Forgetful (Parcels 052R-10-024.00, 052R-10-025.00, and 052R-10-026.00, PPINs 17182, 9854, and 13520 respectively, Ward 3). The petitioner is requesting a variance of up to twenty-five (25) percent of the parking spaces required for a multifamily development.

	Name	Address	City/State
<u>Presented by:</u>	Ronnie Blackwell	6652 US Hwy 98	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the variance for Off-Street Parking Requirements for Multi-Family Dwellings. She stated the basis for her motion is that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Wilson.

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

Commissioners voting nay: Judy Corts

Commissioners abstaining: None

There came the matter of Item E (Use Permit), Hal Hilton, Petitioner, on behalf of Tim Magee, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, requesting a Use Permit on Review for a property located at 1421 W. Pine Street (Parcels 038D-16-034.00 and 038D-16-036.00, PPINs 26878 and 26879, respectively, Ward 4). Section 62.03.2 of the Land Development Code allows “Uses Permitted on Review” that include permitted uses of I-1 (Light Industrial) District (64.02.7 Automobile and Truck Body Repair) within the B-5 (Regional Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Hal Hilton	627 Charleston Ln	Long Beach, MS
<u>Proponents:</u>	Garland Steadman		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Blanks made a motion to approve the “Use Permit on Review” for a I-1 use (Automobile and Truck Body Repair) in the B-5 (Regional Business) District based on the need to preserve and encourage the stability of the Hattiesburg business community. The motion was seconded by Commissioner Horton. The vote to approve the variance is detailed below:

Commissioners voting aye: Judy Corts
Linda McMurtrey
Eric Martin
John Blanks
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item F (Rezoning), Muriel Fokakis (M B F Properties LLC), Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 3203 Hardy Street (Parcel 028K-07-035.00, PPIN 23005, Ward 1), from B-2 (Neighborhood Business) District to B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	None		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve Item F for a rezoning from B-2 (Neighborhood Business) District to B-3 (Community Business) District based on change in neighborhood character based on current development activities along Hardy Street and continued growth of the corridor and public need to encourage the re-use of the vacant properties and to encourage more economic activity within areas meant to support businesses. The motion was seconded by Commissioner Wilson. The vote to approve the variance is detailed below:

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

Commissioners voting nay: None

Commissioners abstaining: None

Commissioner Blanks left the meeting after the Public Hearings.

BUSINESS MEETING

A preliminary plat review for Shadow Ridge Subdivision was presented by Pattie Brantley and Ronnie Blackwell to the Committee for approval. Commissioner Corts made a motion to approve the plat and Commissioner Horton seconded the approval. The vote to approve the preliminary plat is detailed below:

Commissioners voting aye: Joseph White, Chairman
Judy Corts
Linda McMurtrey
Eric Martin
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 3:15 P.M.

Joe White, Chairman

Pattie Brantley, Director of Urban Development.



City of Hattiesburg, MS

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

Master

File Number: 2014-1416

File ID: 2014-1416

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 09/24/2014

Brief Title: Unsafe Properties Resolutions, 10-7-14

Final Action: 10/07/2014

Minute Book Number: MB2014-301

Title:

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community

Notes:

Sponsors:

Enactment Date:

Attachments: Adopt Resolutions MEMO 10-7-14, 4. 707 E 9th St., executed 4. 707 E 9th St. RES#2014-181, 5. 901 Fairley St., executed 5. 901 Fairley St. RES#2014-182, 6. 204 Gulport St., executed 6. 204 Gulport St. RES#2014-183, 7. 105 Kamper ST., executed 7. 105 Kamper ST. RES#2014-184, 8. 212 Timothy Ln., executed 8. 212 Timothy Ln. RES#2014-185, 9. 342 Venetian Way, executed 9. 342 Venetian Way RES#2014-186, 10. 409 Lott Street, executed 10. 409 Lott Street RES#2014-187, 11. 311 J.C. Killingsworth Dr., executed 11. 311 J.C. Killingsworth Dr. RES#2014-188, 12. 111 Shadow Lake Dr., executed 12. 111 Shadow Lake Dr. RES#2014-189, 13. 101 Montague St., executed 13. 101 Montague St. RES#2014-190, 14. 119 Montague St., executed 14. 119 Montague St. RES#2014-191, 15. 304 Mable St., executed 15. 304 Mable St. RES#2014-192, 16. 217 E 3rd St., executed 16. 217 E 3rd St. RES#2014-193, 17. 106 S 37th Ave., executed 17. 106 S 37th Ave. RES#2014-194

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1416

Title

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community

Summary

Unsafe Properties Resolutions, 10-7-14

Budget Information

Expenditure Type

Purchasing Item

Publication Information



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
Mary Dryden

Council - Ward 5
Henry Naylor

TO: Mayor and City Council

FROM: Wiley Quinn Jr., Code Enforcement Manager 

DATE: October 7, 2014

RE: Adopt Resolutions

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Case:	Address:	Parcel Number:	Violation:	Ward:
1.	704 E. 7 th St.	34-348-5-15	AB, DB, OGL, T&L	2
2.	710 E. 7 th St.	34-348-5-18-A	AB, DB, OGL, T&L	2
3.	726 E. 7 th St.	34-348-4-26	AB, DB, OGL, T&L	2
4.	707 E. 9 th St.	34-292-28-22	AB, DB, OGL, T&L	2
5.	901 Fairley St.	34-1004-12	AB, DB, OGL, T&L	2
6.	204 Gulfport St.	43-416-1-4	AB, DB, OGL, T&L	2
7.	105 Kamper St.	35-292-10-7	AB, DB, OGL, T&L	2
8.	212 Timothy Ln.	30-628-50-3	AB, DB, OGL, T&L	4
9.	342 Venetian Way	21-716-1-87	DB	4
10.	409 Lott St.	24-752-7-9	AB, DB, OGL, T&L	5
11.	311 J.C. Killingsworth Dr.	31-628-11-8	AB, DB, OGL, T&L	5
12.	111 Shadow Lake Dr.	052K-10-162.000	AB, DB, OGL, T&L	3
13.	101 Montague St.	27-576-2-10	AB, DB, OGL, T&L	2
14.	119 Montague St.	27-576-2-1	AB, DB, OGL, T&L	2
15.	304 Mable St.	27-964-1-4	AB, DB, OGL, T&L	2
16.	217 E. 3 rd St.	35-652-1-5	AB, DB, OGL, T&L	2
17.	106 S. 37 th Ave.	13-1012-66	AB, DB, OGL, T&L	3

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 34-292-28-22, 707 E 9th St. and better described as a part of Block 41 of the Hardy and Scott Survey, of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as: Beginning at the Northwest corner of 9th Street and River Street, as now constituted, the same being 20 feet West of the original Northwest Corner of said Block 41, run thence East along the South margin of 9th Street a distance of 127 feet to the point of beginning; from said point of beginning run thence East 53 feet, thence run North 87 feet to 9th Street to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Carrie Harper Howze

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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: 34-292-28-22, 707 E 9th St. and better described as a part of Block 41 of the Hardy and Scott Survey, of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as: Beginning at the Northwest corner of 9th Street and River Street, as now constituted, the same being 20 feet West of the original Northwest Corner of said Block 41, run thence East along the South margin of 9th Street a distance of 127 feet to the point of beginning; from said point of beginning run thence East 53 feet, thence run North 87 feet to 9th Street to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Carrie Harper Howze

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

D. L. Bernardo
CLERK OF COUNCIL

ADOPTED:

P. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon White D.C.
CITY CLERK

APPROVED:

Sharon White
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 34-1004-12, 901 Fairley St. and better described as beginning at the Northwest corner of the northeast quarter of the southeast quarter of section 3, township 4 north, range 13 west, in the City of Hattiesburg, Forrest County, Mississippi, and run South 313 feet and thence east 25 feet to and for a point of beginning, from said point of beginning feet, thence East 170 feet, thence south 60 said point of beginning feet, thence East 170 feet, thence south 60 feet, thence west 170 feet, and thence north 60 feet to the point of beginning.

WHEREAS, the owner of the property is: Paul and Lena Mae Stewart

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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**

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Parcel: 34-1004-12, 901 Fairley St. and better described as beginning at the Northwest corner of the northeast quarter of the southeast quarter of section 3, township 4 north, range 13 west, in the City of Hattiesburg, Forrest County, Mississippi, and run South 313 feet and thence east 25 feet to and for a point of beginning, from said point of beginning feet, thence East 170 feet, thence south 60 said point of beginning feet, thence East 170 feet, thence south 60 feet, thence west 170 feet, and thence north 60 feet to the point of beginning.

WHEREAS, the owner of the property is: Paul and Lena Mae Stewart

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

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4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

[Signature]
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 43-416-1-4, 204 Gulfport St. and better described as The West 80 feet of Lots 8 and 9, in Block 1 of the Ben Johnson Subdivision, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Willie Sims

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

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4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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
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Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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WHEREAS, the owner of the property is: Willie Sims

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Sharon K. Burrows
CLERK OF COUNCIL

ADOPTED:

P. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon Winters M.C.
CITY CLERK

APPROVED:

Jimmy F. 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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 35-292-10-7, 105 Kamper St. and better described as Lot 10, in Block 10 of the Hardy and Scott Subdivision, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi, Charles E. Hartfield and Nellie L. McGowen

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 35-292-10-7, 105 Kamper St. and better described as Lot 10, in Block 10 of the Hardy and Scott Subdivision, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi, Charles E. Hartfield and Nellie L. McGowen

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Sharon White D.C.
CLERK OF COUNCIL

ADOPTED:

T. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon White D.C.
CITY CLERK

APPROVED:

Sharon White
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 30-628-50-3, 212 Timothy Ln., and better described as a part of Lot 1 in Block 93 of the D.D. Melnnis Third Survey of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as beginning at the southeast corner or most southerly point of said Lot 1 and run thence northwest along the north line of west 62nd Street 50 feet to the point of beginning; continue thence in the same direction 75 feet, thence run northeast parallel to the South line of 34th Avenue for a distance of 100 feet, run thence southeast parallel to the north line of said west 62nd street 75 feet, and run thence southwest parallel to the south line of 34th avenue for a distance of 100 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging, being a tract of land having a frontage of 75 feet on west 62nd Street and extending back between parallel lines a uniform distance of 100 feet.

WHEREAS, the owner of the property is: Hattiesburg Public School District, Forrest County Board of Supervisors, Crisler Boys Inc., State of Mississippi and Lora Annette Hosey

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of fifteen (15) 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)

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 30-628-50-3, 212 Timothy Ln., and better described as a part of Lot 1 in Block 93 of the D.D. McInnis Third Survey of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as beginning at the southeast corner or most southerly point of said Lot 1 and run thence northwest along the north line of west 62nd Street 50 feet to the point of beginning; continue thence in the same direction 75 feet, thence run northeast parallel to the South line of 34th Avenue for a distance of 100 feet, run thence southeast parallel to the north line of said west 62nd street 75 feet, and run thence southwest parallel to the south line of 34th avenue for a distance of 100 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging, being a tract of land having a frontage of 75 feet on west 62nd Street and extending back between parallel lines a uniform distance of 100 feet.

WHEREAS, the owner of the property is: Hattiesburg Public School District, Forrest County Board of Supervisors, Crisler Boys Inc., State of Mississippi and Lora Annette Hosey

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Brádley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Debra L. Burrows
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon Waters D.C.
CITY CLERK

APPROVED:

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 21-716-1-87, 342 Venetian Way and better described as Lot 94, less the Easternmost 1 foot, of Park Haven North Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Boaz Tax Sale Properties, Mazda American Credit, Republic Finance, Inc., Midland Funding, LLC., U.S. Bank National Association and Reginald G. Scott

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

3. If the property owners do not take corrective action within fifteen (15) 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.
4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 21-716-1-87, 342 Venetian Way and better described as Lot 94, less the Easternmost 1 foot, of Park Haven North Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Boaz Tax Sale Properties, Mazda American Credit, Republic Finance, Inc., Midland Funding, LLC., U.S. Bank National Association and Reginald G. Scott

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

3. If the property owners do not take corrective action within fifteen (15) 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.
4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Shirley H. Burrows
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon White D.C.
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 24-752-7-9, 409 Lott St. and better described as Lots 31 and 32, in Block 12 of the Pinehurst Survey #1, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Hattie May Brown

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 24-752-7-9, 409 Lott St. and better described as Lots 31 and 32, in Block 12 of the Pinehurst Survey #1, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Hattie May Brown

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Sharon White D.C.
CLERK OF COUNCIL

ADOPTED:

R. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon White D.C.
CITY CLERK

APPROVED:

Sharon White
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 31-628-11-8, 311 J.C. Killingsworth Dr. and better described as beginning at the northernmost corner of Lot 4, Block 22, of the D.D. McInnis Third Survey and run Southwest along the line of Dumas Avenue for 50 feet, thence run Southeast for 72 feet, thence run Northeast and parallel to Dumas Avenue for 50 feet to the Southwest line of Ashford Street, thence run Northwest along the Southwest line of Ashford Street for 72 feet to the Point of Beginning, said described property being part of Lot 4, Block 22, of the D.D. McInnis Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi.

WHEREAS, the owner of the property is: Hattiesburg Public School District, Forrest County Board of Supervisors, State of Mississippi and Ronnie and Helen Jackson

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 31-628-11-8, 311 J.C. Killingsworth Dr. and better described as beginning at the northernmost corner of Lot 4, Block 22, of the D.D. McInnis Third Survey and run Southwest along the line of Dumas Avenue for 50 feet, thence run Southeast for 72 feet, thence run Northeast and parallel to Dumas Avenue for 50 feet to the Southwest line of Ashford Street, thence run Northwest along the Southwest line of Ashford Street for 72 feet to the Point of Beginning, said described property being part of Lot 4, Block 22, of the D.D. McInnis Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi.

WHEREAS, the owner of the property is: Hattiesburg Public School District, Forrest County Board of Supervisors, State of Mississippi and Ronnie and Helen Jackson

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Sharon H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon White D.C.
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 052K-10-162.000, 111 Shadow Lake Dr. and better described as Lot 8 of Shadow Ridge Subdivision, Phase I, Lamar County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi in Plat Book 3 at Page 162 slide 227, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Wells Fargo Bank, Eric J James and Anthony K. James

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 052K-10-162.000, 111 Shadow Lake Dr. and better described as Lot 8 of Shadow Ridge Subdivision, Phase I, Lamar County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi in Plat Book 3 at Page 162 slide 227; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Wells Fargo Bank, Eric J James and Anthony K. James

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Valerie H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon Watts D.C.
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 27-576-2-10, 101 Montague St. and better described as Lot 10, Block 2 of A.A. Montague Addition, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Mortgage Electronic Registration Systems, Inc. and Enoch J. & Claudia Johnson

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:

I. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 27-576-2-10, 101 Montague St. and better described as Lot 10, Block 2 of A.A. Montague Addition, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Mortgage Electronic Registration Systems, Inc. and Enoch J. & Claudia Johnson

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Sharon Winters D.C.
CLERK OF COUNCIL

ADOPTED:

Frank
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon Winters D.C.
CITY CLERK

APPROVED:

Sharon Winters D.C.
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 27-576-2-1, 119 Montague St. and better described as Lot 1, Block 2 of A.A. Montague Addition, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Mississippi State Tax Commission, Eb Dorev Holding Inc., Lee Mitchell, Green Springs Properties, Bennett Hills Inc., Adair Asset Management and Leon Sims

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 27-576-2-1, 119 Montague St. and better described as Lot 1, Block 2 of A.A. Montague Addition, of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Mississippi State Tax Commission, Eb Dorev Holding Inc., Lee Mitchell, Green Springs Properties, Bennett Hills Inc., Adair Asset Management and Leon Sims

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Sharon H. Bernardo
CLERK OF COUNCIL

ADOPTED:

F. Dryden
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon H. Bernardo D.C.
CITY CLERK

APPROVED:

Sharon H. Bernardo
MAYOR

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 27-964-1-4, 304 Mable St. and better described as all of Lot 3 in Block 5, and also that part of Lot 2 in block 5 described as beginning at the northwest corner of said lot 2 and run south 75 feet, thence run east 2 feet, thence run north 75 feet to Mable Street; thence run west along Mable Street a distance of 2 feet to the point of beginning, all in the C.J. Miller Survey of the City of Hattiesburg, Forrest County, Mississippi according to the official plat thereof on file and of record in the office of the Chancery Clerk of said county, which survey is a part of the NE 1/4 of the NE 1/4, section 9, T-4-N, R-13-W, Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Notluge FLP, Community Bank and Donald and Kimberly Sabella

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of fifteen (15) 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)

3. If the property owners do not take corrective action within fifteen (15) 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.
4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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: 27-964-1-4, 304 Mable St. and better described as all of Lot 3 in Block 5, and also that part of Lot 2 in block 5 described as beginning at the northwest corner of said lot 2 and run south 75 feet, thence run east 2 feet, thence run north 75 feet to Mable Street; thence run west along Mable Street a distance of 2 feet to the point of beginning, all in the C.J. Miller Survey of the City of Hattiesburg, Forrest County, Mississippi according to the official plat thereof on file and of record in the office of the Chancery Clerk of said county, which survey is a part of the NE ¼ of the NE ¼ of section 9, T-4-N, R-13-W, Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Notluge FLP, Community Bank and Donald and Kimberly Sabella

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Debra B. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon Winters, P.C.
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 16th day of September, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th of October, 2014, 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 : 35-652-1-5, 217 E 3rd St. and better described as a part of Lot 1 of the K. McKinnis Subdivision of Block 168 of the Crittenden Survey of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Northwest corner of said Lot 1 and Run thence south 05 Degrees 40 Minutes West 120 Feet to an iron pin, run thence northwesterly 111 feet, more or less, to a point on the south line of Third Street, which is 41.58 feet easterly of the northeast corner of said Lot 1 and run thence southwesterly along the South line of Third Street 41.58 feet to the point of beginning.

WHEREAS, the owner of the property is: Union Planters Bank, Viking Investments, LLC., Merritt Tax Service, Long Land Investments, Inc. and George & Gussie Williams

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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)**

3. If the property owners do not take corrective action within fifteen (15) 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.

4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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

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WHEREAS, the owner of the property is: Union Planters Bank, Viking Investments, LLC., Merritt Tax Service, Long Land Investments, Inc. and George & Gussie Williams

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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Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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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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4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Sharon L. Bernero
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon White D.C.
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

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Parcel: 13-1012-66, 106 S. 37th Ave. and better described as a part of the northwest quarter of the northeast quarter of the southwest quarter of section 7, township 4 north, range 13 west, more particularly described as beginning at the southeast intersection of Hardy Street and South 37th Avenue, and from thence run south on the east margin of 37th Avenue for a distance of 410 feet, and from thence run east 185 feet, and from thence run south 210 feet, and from thence run east 110 feet, and from thence run north 620 feet to the south boundary of Hardy Street and from thence run on the South margin of Hardy Street for a distance of 290 feet to the point of beginning of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Priority One Bank and Dennis L. Pierce

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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Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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4. 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 7th day of October 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

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: Priority One Bank and Dennis L. Pierce

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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4. 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 Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October 2014.

(SEAL)

ATTEST:

Dora K. Berendo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of October, A.D., 2014

ATTEST:

Sharon Winters D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1412

File ID: 2014-1412

Type: Resolution

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 09/24/2014

Brief Title: Adopt Resolution Authorizing the filing of application with FTA.

Final Action: 10/07/2014

Minute Book Number: MB2014-301-302

Title:

Adopt resolution authorizing the filing of application with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal Transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23 and other Federal Transit Administration. (FTA 2014)]

Notes:

Sponsors:

Enactment Date:

Attachments: Authorization Resolution Letter for JARC Grant 2014, JARC Grant MS-90-X093-00, executed Authorization Resolution Letter for JARC Grant 2014 RES#2014-195

Enactment Number:

Contact:

Meeting Date:

Drafter: KaTonya Darby

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/07/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt resolution authorizing the filing of application with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal Transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23 and other Federal Transit Administration. (FTA 2014)]							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1412

Title

Adopt resolution authorizing the filing of application with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal Transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23 and other Federal Transit Administration. (FTA 2014)]

Summary

[Authorize Resolution]

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Authorizing Resolution to Authorize the Filing of Grant Application with the Federal Transit Administration.

AUTHORIZING RESOLUTION

Resolution No. 2014-0002

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. That the Mayor of the City of Hattiesburg or his designated appointee is authorized to execute and file an application for Federal assistance on behalf of the City of Hattiesburg with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

2. The City of Hattiesburg is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. § 5307 in addition to other Federal assistance administered by the Federal Transit Administration.

The City of Hattiesburg is the Designated Recipient as defined by 49 U.S.C. § 5307(a)(2), and has received authority from the Governor's Office of the State of Mississippi to apply for Urbanized Area Formula Program assistance.

3. That the Mayor of the City of Hattiesburg or his designated appointee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

4. That Mayor of the City of Hattiesburg or his designated appointee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Hattiesburg.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of October, 2014.

ATTEST:

APPROVED:

DEPUTY CITY CLERK

MAYOR

CERTIFICATION

The undersigned duly qualified **Mayor Johnny L. DuPree, Ph.D.** acting on behalf of the **City of Hattiesburg, Mississippi** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened **Hattiesburg City Council meeting of the City of Hattiesburg, Mississippi held on _____, 2014.**

MAYOR

CITY CLERK

Johnny L. DuPree, Ph.D.

Sharon Waits

Date: _____

Date: _____

ATTEST:

President, Hattiesburg City Council

Clerk of Council

(S E A L)

DOT**FTA****U.S. Department of Transportation****Federal Transit Administration****Application**

Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Project ID:	MS-90-X093-00
Budget Number:	1 - Budget Approved
Project Information:	Hattiesburg Voucher Program JARC

Part 1: Recipient Information

Project Number:	MS-90-X093-00
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Union Information

Recipient ID:	1108
Union Name:	NO UNIONS
Address 1:	N/A
Address 2:	
City:	N/A,
Contact Name:	N/A
Telephone:	(000) -00-0-00
Facsimile:	
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$367,964
Project Number:	MS-90-X093-00	Adjustment Amt:	\$0
Project Description:	Hattiesburg Voucher Program JARC	Total Eligible Cost:	\$367,964

Recipient Type:	City	Total FTA Amt:	\$183,982
FTA Project Mgr:	George Lei 404-865-5615	Total State Amt:	\$0
Recipient Contact:	ChristinBrownKatonyaDarby6015456259	Total Local Amt:	\$183,982
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016	Est. Oblig Date:	None Specified
Recvd. By State:	Sep. 22, 2014	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 10, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
280000	MISSISSIPPI
283380	HATTIESBURG, MS

Congressional Districts

State ID	District Code	District Official
28	4	Steven M Palazzo

Project Details

The Grant will be for a total of \$367,964. It will use JARC funds of \$183,982 (FTA) and \$183,982 Local Match) 50/50. These funds are programmed in the Mississippi Department of Transportation 2012-2015 Statewide Transportation Improvement Plan approved 8/10/2012. It is programmed in the MDOT STIP as a group attached STIP MDOT designating to the City of Hattiesburg from MDOT pages 96-97. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007

The local match will come from the City of Hattiesburg's designated millage for transit which is a tax levy.

The funding ratio is Operating Assistance FTA 50% Local 50%. The grant will fund the following activities:

1. Operating Assistance:

Total Cost : \$367,964 (FTA) -- \$183,982 Local Match --\$183,982

Background:

Location: City of Hattiesburg, Mississippi

Type: Trip-Based Services/User-side subsidies/vouchers

Goal: Improved system capacity/Expanded geographic coverage

Service description: The City of Hattiesburg Work Taxi Coupon/Voucher Program will provide transportation for Hattiesburg residents who qualify for low-income employment transportation within the city limits of Hattiesburg, Mississippi. The program will provide transportation for low-income citizens that were unable to obtain or maintain employment as a result of affordable transportation. This program will provide employment opportunities for people who do not have the ability to own or operate their own vehicle and therefore dependent on transportation services. This additional service will allow the high density, low-income population access to educational and employment opportunities during "non-traditional" hours. The city of Hattiesburg's low income population is 40% below poverty level, 66% did not work, 56.9% worked less than full-time, and 52.9% with some type of disability according to the US Census American Fact Finder. Hub City Transit (HCT) will provide an opportunity for expanded transportation services for transporting low-income to moderated families to work, school, hospital appointments and life style facilities (i.e. grocery stores). The program will be a taxi subsidy program for persons who reside in the Hattiesburg Urbanized Area as designated by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization for low to moderate person and persons with disabilities particularly those who are employed, at times when other transportation services are not available. The program will generate additional business for local taxicab companies, area human services agencies and area transportation agencies contributing to the community's overall economic health. The program will be aimed at developing new transportation services by filling in gaps to existing services.

Procurement Information:

The City of Hattiesburg will use the State of Mississippi Procurement Manual as set forth and shall comply with all laws and regulations along with other pertinent information that shall be in effect with title 31, Chapter 7 Mississippi Code of 1972.

Mississippi Department of Transportation In accordance with our approved State Management Plan when selecting projects to be funded through the Section 5311; Section 5310; Section 5316 or Section 5317 programs, it is the intent of the MDOT, to the greatest extent practical, to use a competitive application process. As a general rule, the Public Transit Division will use an annual application cycle for each of the FTA formula programs. Based in part of the availability of FTA apportionments, applications are solicited each year via statewide advertising, preferably during the period of January through April, for the next program or federal fiscal year. Exceptions to this application cycle may be made in response to the availability of excess or unanticipated funds, in response to lapsing federal funds or at the discretion of the Executive Director or Director, Office of Intermodal Planning.

Earmarks

No information found.

Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

3. Other, please describe below.

Part 3: Budget**Project Budget**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
646-00 JARC PROJECTS	0	\$183,982.00	\$367,964.00
<u>ACTIVITY</u>			
30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING	0	\$183,982.00	\$367,964.00

ASSISTANCE			
Estimated Total Eligible Cost:			\$367,964.00
Federal Share:			\$183,982.00
Local Share:			\$183,982.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
283380	2012.25.90.J9.2	04	2014	90	\$0.00	\$183,982.00	\$183,982.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$183,982.00
Total from all Funding Sources:							\$183,982.00

Alternative Fuel Codes

Extended Budget Descriptions

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982.00	\$367,964.00
To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007				

Changes since the Prior Budget

No information found.

Part 4. Milestones

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982	\$367,964
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	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Milestone	Oct. 01, 2014
	- The City of Hattiesburg will establish a Voucher System: - To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and - Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. The City will acquire providers using the guidelines as set in FTA Cir 4220.1F	
2.	Final Expenditure	Sep. 30, 2016

Part 5. Environmental Findings

**300905 JOB ACCESS AND REVERSE
COMMUTE OPERATING ASSISTANCE**

0

\$183,982

\$367,964

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet Status

Fixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	5	0	5
	B. Spares	2	0	2
	C. Total (A+B)	7	0	7
	D. Spare Ratio (B/A)	40.00%	0.00%	40.00%
II.	Inactive Fleet			
	A. Other	2	0	2
	B. Pending Disposal	1	0	1
	C. Total (A+B)	3	0	3
III.	Total (I.C and II.C)	10	0	10

Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			

	A. Peak Requirement	3	0	3
	B. Spares	1	0	1
	C. Total (A+B)	4	0	4
	D. Spare Ratio (B/A)	33.33%	0.00%	33.33%
II.	Inactive Fleet			
	A. Other	1	0	1
	B. Pending Disposal	0	0	0
	C. Total (A+B)	1	0	1
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

General Review

Comment Title:	STIP
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 Please attach STIP approval letter

Comment Title:	Project Details
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 What exactly are these funds going toward? Project Details are not specific.

Comment Title:	Extended Budget Description
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 Please add Extended Budget Description for 30.09.05 ALI.

Comment Title:	Project Details - JARC Details
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014

Ref Section:	Unknown
Comment:	Comment cleared 9/23 -Please describe competitive selection process used to select this project for the JARC funding (will need this information from MDOT). -Please state in project details that this project was derived from the coordinated plan, as well as the page # of the plan and date it was adopted.

Comments to DOL

Comment Title:	Section 5333(b) Certification
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant application is for JARC operating assistance. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Christine Brown and can be reached at 601-545-6259 or mpo@hattiesburgms.com.

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-20, October 1, 2013)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2013, <http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: MS-90-X093-00

Grantee: CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$367,964

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$183,982

Amount of This FTA Award (in U.S. Dollars): \$183,982

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 9/23/2014

Project Description:

Hattiesburg Voucher Program JARC

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2014

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-20, October 1, 2013)

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Melinda McGrath
Executive Director
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Grant Recipient:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

MS-90-X093-00 Quarterly Narrative Report

Apr. 01, 2014 through Jun. 30, 2014

As Of Sep. 24, 2014

(DRAFT)

No MS/P Report , No FFR

Part 1: Recipient Information

Project Number:	MS-90-X093-00
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Part 2: Project Information

Project No:	MS-90-X093-00
Brief Desc:	Hattiesburg Voucher Program JARC
FTA Project Mgr:	George Lei 404-865-5615
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016
Gross Project Cost:	\$367,964
Adjustment Amt:	\$0
Total Eligible Cost:	\$367,964
Total FTA Amt:	\$183,982
Total State Amt:	\$0
Total Local Amt:	\$183,982
Other Federal Amt:	\$0

Part 3: Federal Financial Report

Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures(F + G)	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations(I + J)			\$0
L. Total Federal Share (F + I)			\$0
M. Unobligated Balance of Federal Funds			\$0

(E - L)			
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be provided N - (G + J)			\$0
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or s or T)			\$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

No Milestone Report



**Authorizing Resolution to Authorize the Filing of Grant Application with
the Federal Transit Administration.**

AUTHORIZING RESOLUTION

Resolution No. 2014-0002

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL
TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE
23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED
BY THE FEDERAL TRANSIT ADMINISTRATION.**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. That the Mayor of the City of Hattiesburg or his designated appointee is authorized to execute and file an application for Federal assistance on behalf of the City of Hattiesburg with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

2. The City of Hattiesburg is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. § 5307 in addition to other Federal assistance administered by the Federal Transit Administration.

The City of Hattiesburg is the Designated Recipient as defined by 49 U.S.C. § 5307(a)(2), and has received authority from the Governor's Office of the State of Mississippi to apply for Urbanized Area Formula Program assistance.

3. That the Mayor of the City of Hattiesburg or his designated appointee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

4. That Mayor of the City of Hattiesburg or his designated appointee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Hattiesburg.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 7th day of October, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

Diana K. Bernardo

PRESIDENT

R. Bradley

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of October, 2014.

ATTEST:

APPROVED:

Sharon W. White

DEPUTY CITY CLERK

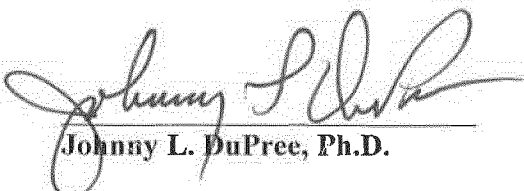
Sharon W. White
MAYOR

=====

CERTIFICATION

The undersigned duly qualified **Mayor Johnny L. DuPree, Ph.D.** acting on behalf of the **City of Hattiesburg, Mississippi** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened **Hattiesburg City Council** meeting of the **City of Hattiesburg, Mississippi** held on October 7, 2014.

MAYOR



Johnny L. DuPree, Ph.D.

Date: 10-7-14

CITY CLERK



Sharon Waits

Date: 10-7-14

(S E A L)

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG-- DEPARTMENT OF URBAN DEVELOPMENT
Project ID:	MS-90-X093-00
Budget Number:	1 - Budget Approved
Project Information:	Hattiesburg Voucher Program JARC

Part 1: Recipient Information

Project Number:	MS-90-X093-00
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Union Information

Recipient ID:	1108
Union Name:	NO UNIONS
Address 1:	N/A
Address 2:	
City:	N/A,
Contact Name:	N/A
Telephone:	(000) -00-0-00
Facsimile:	
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$367,964
Project Number:	MS-90-X093-00	Adjustment Amt:	\$0
Project Description:	Hattiesburg Voucher Program JARC	Total Eligible Cost:	\$367,964

Recipient Type:	City	Total FTA Amt:	\$183,982
FTA Project Mgr:	George Lei 404-865-5615	Total State Amt:	\$0
Recipient Contact:	ChristinBrownKatonyaDarby6015456259	Total Local Amt:	\$183,982
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016	Est. Oblig Date:	None Specified
Recvd. By State:	Sep. 22, 2014	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 10, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
280000	MISSISSIPPI
283380	HATTIESBURG, MS

Congressional Districts

State ID	District Code	District Official
28	4	Steven M Palazzo

Project Details

The Grant will be for a total of \$367,964. It will use JARC funds of \$183,982 (FTA) and \$183,982 Local Match) 50/50. These funds are programmed in the Mississippi Department of Transportation 2012-2015 Statewide Transportation Improvement Plan approved 8/10/2012. It is programmed in the MDOT STIP as a group attached STIP MDOT designating to the City of Hattiesburg from MDOT pages 96-97. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007

The local match will come from the City of Hattiesburg's designated millage for transit which is a tax levy.

The funding ratio is Operating Assistance FTA 50% Local 50%. The grant will fund the following activities:

1. Operating Assistance:

Total Cost : \$367,964 (FTA) -- \$183,982 Local Match --\$183,982

Background:

Location: City of Hattiesburg, Mississippi

Type: Trip-Based Services/User-side subsidies/vouchers

Goal: Improved system capacity/Expanded geographic coverage

Service description: The City of Hattiesburg Work Taxi Coupon/Voucher Program will provide transportation for Hattiesburg residents who qualify for low-income employment transportation within the city limits of Hattiesburg, Mississippi. The program will provide transportation for low-income citizens that were unable to obtain or maintain employment as a result of affordable transportation. This program will provide employment opportunities for people who do not have the ability to own or operate their own vehicle and therefore dependent on transportation services. This additional service will allow the high density, low-income population access to educational and employment opportunities during "non-traditional" hours. The city of Hattiesburg's low income population is 40% below poverty level, 66% did not work, 56.9% worked less than full-time, and 52.9% with some type of disability according to the US Census American Fact Finder. Hub City Transit (HCT) will provide an opportunity for expanded transportation services for transporting low-income to moderated families to work, school, hospital appointments and life style facilities (i.e. grocery stores). The program will be a taxi subsidy program for persons who reside in the Hattiesburg Urbanized Area as designated by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization for low to moderate person and persons with disabilities particularly those who are employed, at times when other transportation services are not available. The program will generate additional business for local taxicab companies, area human services agencies and area transportation agencies contributing to the community's overall economic health. The program will be aimed at developing new transportation services by filling in gaps to existing services.

Procurement Information:

The City of Hattiesburg will use the State of Mississippi Procurement Manual as set forth and shall comply with all laws and regulations along with other pertinent information that shall be in effect with title 31, Chapter 7 Mississippi Code of 1972.

Mississippi Department of Transportation In accordance with our approved State Management Plan when selecting projects to be funded through the Section 5311; Section 5310; Section 5316 or Section 5317 programs, it is the intent of the MDOT, to the greatest extent practical, to use a competitive application process. As a general rule, the Public Transit Division will use an annual application cycle for each of the FTA formula programs. Based in part of the availability of FTA apportionments, applications are solicited each year via statewide advertising, preferably during the period of January through April, for the next program or federal fiscal year. Exceptions to this application cycle may be made in response to the availability of excess or unanticipated funds, in response to lapsing federal funds or at the discretion of the Executive Director or Director, Office of Intermodal Planning.

Earmarks

No information found.

Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

3. Other, please describe below.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
646-00 JARC PROJECTS	0	\$183,982.00	\$367,964.00
<u>ACTIVITY</u>			
30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING	0	\$183,982.00	\$367,964.00

ASSISTANCE			
Estimated Total Eligible Cost:			\$367,964.00
Federal Share:			\$183,982.00
Local Share:			\$183,982.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
283380	2012.25.90.J9.2	04.	2014	90	\$0.00	\$183,982.00	\$183,982.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$183,982.00
Total from all Funding Sources:							\$183,982.00

Alternative Fuel Codes

Extended Budget Descriptions

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982.00	\$367,964.00
To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007				

Changes since the Prior Budget

No information found.

Part 4. Milestones

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982	\$367,964
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	Milestone Description	Est. Comp. Date
1.	Initial Milestone	Oct. 01, 2014
	- The City of Hattiesburg will establish a Voucher System: - To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and - Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. The City will acquire providers using the guidelines as set in FTA Cir 4220.1F	
2.	Final Expenditure	Sep. 30, 2016

Part 5. Environmental Findings

300905 JOB ACCESS AND REVERSE
COMMUTE OPERATING ASSISTANCE

0

\$183,982

\$367,964

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet Status

Fixed Route

		Before	Change	After
I.	Active Fleet			
	A. Peak Requirement	5	0	5
	B. Spares	2	0	2
	C. Total (A+B)	7	0	7
	D. Spare Ratio (B/A)	40.00%	0.00%	40.00%
II.	Inactive Fleet			
	A. Other	2	0	2
	B. Pending Disposal	1	0	1
	C. Total (A+B)	3	0	3
III.	Total (I.C and II.C)	10	0	10

Paratransit

		Before	Change	After
I.	Active Fleet			

	A. Peak Requirement	3	0	3
	B. Spares	1	0	1
	C. Total (A+B)	4	0	4
	D. Spare Ratio (B/A)	33.33%	0.00%	33.33%
II.	Inactive Fleet			
	A. Other	1	0	1
	B. Pending Disposal	0	0	0
	C. Total (A+B)	1	0	1
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

General Review

Comment Title:	STIP
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 Please attach STIP approval letter

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Comments to DOL

Comment Title:	Section 5333(b) Certification
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant application is for JARC operating assistance. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Christine Brown and can be reached at 601-545-6259 or mpo@hattiesburgms.com.

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-20, October 1, 2013)

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- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2013, <http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

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Project No: MS-90-X093-00

Grantee: CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$367,964

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$183,982

Amount of This FTA Award (in U.S. Dollars): \$183,982

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 9/23/2014

Project Description:

Hattiesburg Voucher Program JARC

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2014

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-20, October 1, 2013)

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Melinda McGrath
Executive Director
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Grant Recipient:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

MS-90-X093-00 Quarterly Narrative Report

Apr. 01, 2014 through Jun. 30, 2014

As Of Sep. 24, 2014

(DRAFT)

No MS/P Report , No FFR

Part 1: Recipient Information

Project Number:	MS-90-X093-00
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Part 2: Project Information

Project No:	MS-90-X093-00
Brief Desc:	Hattiesburg Voucher Program JARC
FTA Project Mgr:	George Lei 404-865-5615
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016
Gross Project Cost:	\$367,964
Adjustment Amt:	\$0
Total Eligible Cost:	\$367,964
Total FTA Amt:	\$183,982
Total State Amt:	\$0
Total Local Amt:	\$183,982
Other Federal Amt:	\$0

Part 3: Federal Financial Report

Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures(F + G)	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations(I + J)			\$0
L. Total Federal Share (F + I)			\$0
M. Unobligated Balance of Federal Funds			\$0

(E - L)			
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be provided N - (G + J)			\$0
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or s or T)			\$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

No Milestone Report



City of Hattiesburg, MS

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

Master

File Number: 2014-217

File ID: 2014-217

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 09/26/2014

Brief Title: Project Resolution Requisition No. 15 - 2013 Bonds

Final Action: 10/07/2014

Minute Book Number: MB2014-302

Title:

Adopt a Resolution authorizing Requisition No. 15 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Unexecuted 2013 Bond Requisition No. 15, executed
2013 Bond Requisition No. 15 RES#2014-196

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Gene Polk

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 15 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0:							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-217

Title

Adopt a Resolution authorizing Requisition No. 15 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 15 - 2013 Bonds

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 15 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 15 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2014, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2014 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2014, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 15 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$276,675.00 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 15 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Seventy-six Thousand Six Hundred Seventy-five & no/100 dollars (\$276,675.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 15 in the total aggregate **amount Two Hundred Seventy-six Thousand Six Hundred Seventy-five & no/100 dollars (\$276,675.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of **October**, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of **October**, 2014.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 15

DATE OF REQUISITION: 10/7/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	HRG P O Box 1487 Hattiesburg, MS 39403	105695.6015	\$ 12,379.74	011001-08-6	No-Discharge Wastewater Treatment System Task Order 8 Period: 7/1/14 - 7/31/14 MB 2014-24
2	HRG P O Box 1487 Hattiesburg, MS 39403	105695.6015	\$ 6,643.64	011001-08-5	No-Discharge Wastewater Treatment System Task Order 8 Period: 8/1/14 - 8/31/14 MB 2014-24
3	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	\$ 121,267.27	18200	Inflow and Infiltration (I/I) Study - Phase I Sanitary Sewer Evaluation Study (SSES) Task I Period: 7/21/14-8/21/14 MB 2014-36-37 Per John Weeks, SDJW, Task Order #2 is wh
4	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.10	\$ 600.00	18174	Sewer Improvements Ph III Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
5	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	\$ 29,091.15	18148	18" Sewer Trunk Lines Period: 6/22/14 - 7/26/14 MB 2011-4/89-110
6	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	\$ 38,788.20	18159	18" Sewer Trunk Lines Period: 7/26/14-8/23/14 MB 2011-4/89-110
7	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	\$ 2,300.00	18173	Sewer Improvements Ph II Period: 6/22/14 - 7/26/14 MB 2011-4/89-110
8	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.10	\$ 15,925.00	18161	WT[P #2 - Filter #6 Repairs Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
9	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.11	\$ 5,167.50	18146	Water Line Ext Old 98 - Runnels Rd Period: 6/22/14 - 7/26/14 MB 2011-4/89-110
10	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.11	\$ 6,975.00	18186	Water Line Ext Old 98 - Runnels Rd Period: 6/22/14 - 7/26/14 MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
11	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.50	\$ 750.00	18175	Water Improvements Ph I Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
12	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	\$ 20,385.00	18176	Water Improvements Ph II Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
13	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	\$ 13,327.50	18177	Water Improvements Ph III Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
14	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	\$ 3,075.00	18178	Water Improvements Ph IV Period: 7/27/14 - 8/24/14 MB 2011-4/89-110
			\$ 276,675.00		

September 3, 2014
Project No: HR.11001.008
Invoice No: 011001-08-6

OR 165365

City of Hattiesburg
Attn: Lamar Rutland
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 – No – Discharge Conceptual Design

Professional Services from July 1, 2014 to July 30, 2014

Fee

Total Fee \$258,330.00

Percent Complete 75.87

Total Earned \$195,988.04

Previous Fee Billing \$183,608.30

Current Fee Billing \$12,379.74

Total Fee \$12,379.74

Total this Task Order \$12,379.74

(see the itemized invoice attached)

The following items of work were completed:

1. Litigation Assistance
2. Conceptual Design
3. Rate Structuring

105695.6015
MB 2014-0875

Certification

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

By: Michael W. Gray
Title: VICE PRESIDENT



September 3, 2014
 Project No: HR.11001.008
 Invoice No: 011001-08-6

City of Hattiesburg
 Attn: Lamar Rutland
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 – No – Discharge Conceptual Design

Professional Services from July 1, 2014 to July 31, 2014

Labor for Neel-Schaffer, Inc.

Nathan Husman – <i>Project Manager</i>	14.5 hours @ \$163.56	\$2,371.62
Stanley Keely – <i>Project Engineer</i>	3.0 hours @ \$175.51	\$526.53
Michelle Gill – <i>Project Engineer</i>	12.5 hours @ \$82.59	\$1,032.38
Chris Jones – <i>Project Engineer</i>	1.0 hours @ \$153.12	\$153.12
Total Neel-Schaffer, Inc. labor		\$4,083.65

Labor for SDW

Kyle Wallace – <i>Project Engineer</i>	4.5 hours @ \$139.43	\$627.44
Shea McNease – <i>Project Engineer</i>	55.0 hours @ \$139.43	\$7,668.65
Total SDW labor		\$8,296.09

Total this Invoice \$12,379.74

Billing Limits	Current	Prior	To-Date
Total Billings	\$12,379.74	\$183,608.30	\$195,988.04
Contract Amount			\$258,330.00
Fee Remaining			\$62,341.96

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

OR 165369
September 17, 2014
Project No: HR.11001.008
Invoice No: 011001-08-7

City of Hattiesburg
Attn: Lamar Rutland
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 – No – Discharge Conceptual Design

Professional Services from August 1, 2014 to August 31, 2014

Fee

Total Fee \$258,330.00

Percent Complete 78.44

Total Earned \$202,631.68

Previous Fee Billing \$195,988.04

Current Fee Billing \$6,643.64

Total Fee \$6,643.64

Total this Task Order \$6,643.64

(see the itemized invoice attached)

The following items of work were completed:

1. Litigation Assistance
2. Conceptual Design
3. Rate Structuring

105695.6015

MB 2014-0875

Certification

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

By: Michael W. Lyman

Title: VICE PRESIDENT

September 17, 2014
Project No: HR.11001.008
Invoice No: 011001-08-7

City of Hattiesburg
Attn: Lamar Rutland
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 – No – Discharge Conceptual Design

Professional Services from August 1, 2014 to August 31, 2014

Labor for Neel-Schaffer, Inc.

Nathan Husman – Project Manager	2.0 hours @ \$163.56	\$327.12
Jennifer Nobles – Admin Svcs Manager	22.5 hours @ \$66.70	\$1,500.75
Michael Essary – Project Engineer	14.5 hours @ \$169.53	\$2,458.19
Stanley Keely – Project Engineer	4.0 hours @ \$175.51	\$702.04
Michelle Gill – Project Engineer	12.5 hours @ \$82.59	\$1,032.38
Chris Jones – Project Engineer	2.0 hours @ \$153.12	\$306.24
Patrick Furr – Technician	4.0 hours @ \$79.23	\$316.92
Total Neel-Schaffer, Inc. labor		\$6,643.64

Total this Invoice \$6,643.64

Billing Limits	Current	Prior	To-Date
Total Billings	\$6,643.64	\$195,988.04	\$202,631.68
Contract Amount			\$258,330.00
Fee Remaining			\$55,698.32

OR 165458



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

September 11, 2014

Project No: 11202

Invoice No: 18200

Budget \$2,021,125

COMSWIP PER JOHN WEEKS, SD/W

Project Manager John Weeks

Project 11202

I/I Study

Professional Services from July 21, 2014 to August 21, 2014

Phase 01 I/I Study

Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	248,228.49	248,228.49	0.00
Pay Request No. 2	354,520.37	100.00	354,520.37	354,520.37	0.00
Pay Request No. 3	188,200.55	100.00	188,200.55	188,200.55	0.00
Pay Request No. 4	67,506.41	100.00	67,506.41	67,506.41	0.00
Pay Request No. 5	102,259.25	100.00	102,259.25	102,259.25	0.00
Pay Request No. 6	121,267.27	100.00	121,267.27	0.00	121,267.27
Total Fee	833,753.85		1,081,982.34	960,715.07	121,267.27
Total Fee					121,267.27
Total this Task					\$121,267.27
Total this Phase					\$121,267.27
Total this Invoice					\$121,267.27

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

105695.6015
MB 2014-36-37



OK 165373

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

August 27, 2014
Project No: 1273-S003
Invoice No: 18174

Project Manager Kyle Wallace

Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from July 27, 2014 to August 23, 2014

Phase CM Construction Management

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

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	4.00	150.00	600.00
Totals	4.00		600.00
Total Labor			600.00

Total this Phase \$600.00

Total this Invoice \$600.00

Outstanding Invoices

Number	Date	Balance
18128	7/31/2014	3,990.00
Total		3,990.00

Total Now Due \$4,590.00

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

10569517220101
MB 2014/8/29 AM

Vendor # 2099

OR 165375



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

August 07, 2014
Project No: 1273-S006.001
Invoice No: 18148

Project Manager John Weeks

Project 1273-S006.001

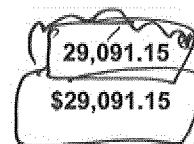
San Antonio, E. Hardy, Lakeview Design

SEWER TRUNK LINES-BUDGET PROGRESS AS7
18" Trunk line Rehab

Professional Services from August 01, 2014 to August 31, 2014

Construction Cost	1,077,450.00	
Fee Percentage	9.00	
Total Fee	96,970.50	
Percent Complete	30.00	Total Earned 29,091.15
		Previous Fee Billing 0.00
		Current Fee Billing 29,091.15
		Total Fee

Total this Invoice



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

105695.7220.17
~~105695.7220.51~~
MB 2014 / 102-103



OR 165378

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

August 27, 2014
Project No: 1273-S006.001
Invoice No: 18159

Project Manager John Weeks

Project 1273-S006.001

San Antonio, E. Hardy, Lakeview Design

Professional Services from July 26, 2014 to August 23, 2014

Construction Cost	1,077,450.00	
Fee Percentage	9.00	
Total Fee	96,970.50	
Percent Complete	70.00	Total Earned 67,879.35
		Previous Fee Billing 29,091.15
		Current Fee Billing 38,788.20
		Total Fee

Total this Invoice

38,788.20
\$38,788.20

Outstanding Invoices

Number	Date	Balance
18148	8/7/2014	29,091.15
Total		29,091.15

Total Now Due \$67,879.35

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

105695.720.57
MB 2014/102-103



OR 165385

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

August 27, 2014
Project No: 1273-S002
Invoice No: 18173

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from July 27, 2014 to August 23, 2014

Phase CM Construction Management

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

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

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	20.00	85.00	1,700.00
PROJECT ENGINEER			
Wallace, Kyle	4.00	150.00	600.00
Totals	24.00		2,300.00
Total Labor			2,300.00

Total this Phase \$2,300.00

Total this Invoice \$2,300.00

Outstanding Invoices

Number	Date	Balance
18129	7/31/2014	3,280.00
Total		3,280.00

Total Now Due \$5,580.00

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

105695.722050
MB2011-4189-110

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



OR 165345

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

August 27, 2014
Project No: 1273-W010
Invoice No: 18161

Project Manager John Weeks

Project 1273-W010 WTP#2 - Filter 6 Repairs

Professional Services from July 27, 2014 to August 23, 2014

Phase CM Construction Management

Construction Cost 650,000.00

Fee Percentage 7.00

Total Fee 45,500.00

Percent Complete 35.00 Total Earned 15,925.00

Previous Fee Billing 0.00

Current Fee Billing 15,925.00

Total Fee 15,925.00

Total this Phase \$15,925.00

Total this Invoice \$15,925.00

Outstanding Invoices

Number	Date	Balance
18121	7/31/2014	11,700.00
Total		11,700.00

Total Now Due \$27,625.00

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

105695.7245.10

2012-1/34

OR 165355



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

August 05, 2014
Project No: 1273-W011
Invoice No: 18146

Project Manager Marcelin Joseph

Project 1273-W011

Industrial Park - WL Runnels Rd

Water Line Ext on Old 98 and Runnels

Professional Services from June 22, 2014 to July 26, 2014

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	.50	85.00	42.50
ENGINEERING INTERN			
Joseph, Marcelin	32.50	100.00	3,250.00
PROJECT ENGINEER			
Sellers, Bennie	9.50	150.00	1,425.00
Wallace, Kyle	3.00	150.00	450.00
Totals	45.50		5,167.50
Total Labor			

5,167.50

Total this Invoice

\$5,167.50

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

7245.11
105695.7220.03
~~045695.7220.03~~



OR 165362

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

August 28, 2014
Project No: 1273-W011
Invoice No: 18186

Project Manager Marcelin Joseph

Project 1273-W011

Industrial Park - W L Runnels Rd
Water Line Ext on Old 98 and Runnels

Professional Services from July 27, 2014 to August 23, 2014

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	5.00	85.00	425.00
ENGINEERING INTERN			
Joseph, Marcelin	59.50	100.00	5,950.00
PROJECT ENGINEER			
Wallace, Kyle	4.00	150.00	600.00
Totals	68.50		6,975.00
Total Labor			6,975.00

Total this Invoice

\$6,975.00

Outstanding Invoices

Number	Date	Balance
18146	8/5/2014	5,167.50
Total		5,167.50

Total Now Due

\$12,142.50

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

105695.7215.11
025695.7220.03

OR 165308



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

August 27, 2014
Project No: 1273-W004
Invoice No: 18175

Project Manager Kyle Wallace
Project 1273-W004 Comprehensive Water Improvement - Ph I
Professional Services from July 27, 2014 to August 23, 2014

Phase CM COMSWIP Water Imp PhI - Construction

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

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	5.00	150.00	750.00
Totals	5.00		750.00
Total Labor			750.00

Total this Phase \$750.00

Total this Invoice \$750.00

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

Budget Line Item 155695, 7245150
MB 2011-4/89-170
(Minute Book Reference)

02 165324



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

August 27, 2014
Project No: 1273-W007
Invoice No: 18176

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing
Professional Services from July 27, 2014 to August 23, 2014

Phase DD Palmer's Crossing - Design Phase
Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	1.00	85.00	85.00
PROJECT ENGINEER			
Sellers, Bennie	2.00	150.00	300.00
Totals	3.00		385.00
Total Labor			385.00

Consultants

Landmark Surveying		20,000.00	
Total Consultants	1.0 times	20,000.00	20,000.00

Total this Phase \$20,385.00

Total this Invoice \$20,385.00

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

105695.72451
2011 4/85-110



OR 165320

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

August 27, 2014
Project No: 1273-W008
Invoice No: 18177

Project Manager Kyle Wallace

Project 1273-W008

ComSWIP Water Phase III - Mobile & Bouie

Professional Services from July 27, 2014 to August 23, 2014

Phase DD Mobile & Bouie - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	5.50	85.00	467.50
Tew, Robert	41.00	85.00	3,485.00
FIELD CREW			
Walters, James	16.00		0.00
FIELD CREW			
Crew, Field	50.00	150.00	7,500.00
PROJECT ENGINEER			
Sellers, Bennie	6.00	150.00	900.00
Wallace, Kyle	6.50	150.00	975.00
Totals	125.00		13,327.50
Total Labor			13,327.50

Total this Phase \$13,327.50

Total this Invoice \$13,327.50

Outstanding Invoices

Number	Date	Balance
18078	7/1/2014	29,747.50
18126	7/31/2014	15,837.50
Total		45,585.00

Total Now Due \$58,912.50

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

105695.7245.52
MB # 2011-4/85-10



OR 165334

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

August 27, 2014
Project No: 1273-W009
Invoice No: 18178

Project Manager Kyle Wallace

Project 1273-W009

ComSWIP Water - Phase IV - Misc.

Professional Services from July 27, 2014 to August 23, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Sellers, Bennie	20.50	150.00	3,075.00
Totals	20.50		3,075.00
Total Labor			3,075.00
Total this Phase			\$3,075.00
Total this Invoice			\$3,075.00

Outstanding Invoices

Number	Date	Balance
18079	7/1/2014	3,000.00
18125	7/31/2014	1,350.00
Total		4,350.00

Total Now Due \$7,425.00

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

105695.7245.53
MA 2011-4189-10

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of December 19, 2014 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Title: Mayor or City Clerk
(Authorized City Representative)



City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 10/7/14

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines	67,879.35	133,168.99
Comprehensive Sanitary Sewer Study Task 1	-	6,300.00
Comprehensive Sanitary Sewer Study Task 2	-	354,520.37
Construction of Drying Bed at North Lagoon	-	18,000.00
Hwy 98 Booster Station	-	43,522.75
Hwy 98 Elevated Water Tank	-	113,226.30
Hwy 98 Fire Lines	-	48,652.50
WTP#2 Filters #6 Repairs	15,925.00	27,625.00
Water Line Ext Old Hwy 98 & Runnels Rd	12,142.50	12,142.50
Inflow and Infiltration Study	121,267.27	727,461.97
James St Water Well # 3	-	31,327.99
No-Discharge Wastewater Treatment System	19,023.38	292,127.60
Sewer Improvements Ph I	-	85,627.61
Sewer Improvements Ph II	2,300.00	388,226.91
Sewer Improvements Ph III	600.00	479,334.64
Sewer Improvements Ph IV	-	2,690.00
Water Improvements Ph I	750.00	115,051.65
Water Improvements Ph II	20,385.00	54,285.00
Water Improvements Ph III	13,327.50	69,910.00
Water Improvements Ph IV	3,075.00	19,200.00
Wesley Water Well # 2	-	17,277.50
Grand Total	276,675.00	3,039,679.28

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 15 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 15 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2014, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2014 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2014, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 15 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$276,675.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 15 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Seventy-six Thousand Six Hundred Seventy-five & no/100 dollars (\$276,675.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 15 in the total aggregate amount **Two Hundred Seventy-six Thousand Six Hundred Seventy-five & no/100 dollars (\$276,675.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

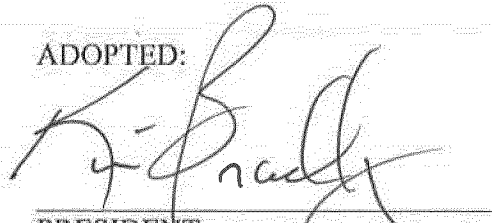
The President thereby declared the motion carried and the resolution adopted, this the 7th day of October, 2014.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of October, 2014.


CITY CLERK

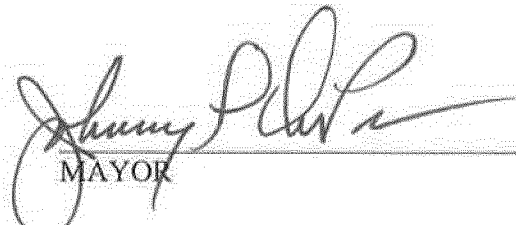

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 15

DATE OF REQUISITION: 10/7/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	HRG P O Box 1487 Hattiesburg, MS 39403	105695.6015	\$ 12,379.74	011001-08-8	No-Discharge Wastewater Treatment System Task Order 8 Period: 7/1/14 - 7/31/14 MB 2014-24
2	HRG P O Box 1487 Hattiesburg, MS 39403	105695.6015	\$ 6,643.64	011001-08-8	No-Discharge Wastewater Treatment System Task Order 8 Period: 8/1/14 - 8/31/14 MB 2014-24
3	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	\$ 121,267.27	18200	Inflow and Infiltration (I/I) Study - Phase I Sanitary Sewer Evaluation Study (SSES) Task I Period: 7/21/14-8/21/14 MB 2014-36-37 Per John Weeks, SDIW, Task Order #2 is wh
4	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.10	\$ 600.00	18174	Sewer Improvements Ph III Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
5	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	\$ 29,091.15	18148	18" Sewer Trunk Lines Period: 6/22/14 - 7/26/14 MB 2011-4/89-110
6	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	\$ 38,788.20	18159	18" Sewer Trunk Lines Period: 7/26/14-8/23/14 MB 2011-4/89-110
7	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	\$ 2,300.00	18173	Sewer Improvements Ph II Period: 6/22/14 - 7/26/14 MB 2011-4/89-110
8	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.10	\$ 15,926.00	18161	WTP #2 - Filter #6 Repairs Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
9	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.11	\$ 5,167.50	18146	Water Line Ext Old 98 - Runnels Rd Period: 6/22/14 - 7/26/14 MB 2011-4/89-110
10	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.11	\$ 6,975.00	18186	Water Line Ext Old 98 - Runnels Rd Period: 6/22/14 - 7/26/14 MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
11	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.50	\$ 750.00	18175	Water Improvements Ph I Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
12	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	\$ 20,385.00	18176	Water Improvements Ph II Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
13	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	\$ 13,327.50	18177	Water Improvements Ph III Period: 7/27/14 - 8/23/14 MB 2011-4/89-110
14	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	\$ 3,075.00	18178	Water Improvements Ph IV Period: 7/27/14 - 8/24/14 MB 2011-4/89-110
			\$ 276,675.00		



September 3, 2014

Project No: HR.11001.008

Invoice No: 011001-08-8

OR 165365

City of Hattiesburg
Attn: Lamar Rutland
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 - No - Discharge Conceptual Design

Professional Services from July 1, 2014 to July 30, 2014**Fee**

Total Fee \$258,330.00

Percent Complete 75.87

Total Earned \$195,988.04

Previous Fee Billing \$183,608.30

Current Fee Billing \$12,379.74

Total Fee \$12,379.74

Total this Task Order \$12,379.74

*(see the itemized invoice attached)***The following items of work were completed:**

1. Litigation Assistance
2. Conceptual Design
3. Rate Structuring

105695.6015
MB 2014-0875**Certification**

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

By: Michael W. GrayTitle: VICE PRESIDENT



September 3, 2014
 Project No: HR.11001.008
 Invoice No: 011001-08-6

City of Hattiesburg
 Attn: Lamar Rutland
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 – No – Discharge Conceptual Design

Professional Services from July 1, 2014 to July 31, 2014

Labor for Neel-Schaffer, Inc.

Nathan Husman – Project Manager	14.5 hours @ \$163.56	\$2,371.62
Stanley Keely – Project Engineer	3.0 hours @ \$175.51	\$526.53
Michelle Gill – Project Engineer	12.5 hours @ \$82.59	\$1,032.38
Chris Jones – Project Engineer	1.0 hours @ \$153.12	\$153.12
Total Neel-Schaffer, Inc. labor		\$4,083.65

Labor for SDW

Kyle Wallace – Project Engineer	4.5 hours @ \$139.43	\$627.44
Shea McNease – Project Engineer	55.0 hours @ \$139.43	\$7,688.65
Total SDW labor		\$8,296.09

Total this Invoice \$12,379.74

Billing Limits	Current	Prior	To-Date
Total Billings	\$12,379.74	\$183,608.30	\$195,988.04
Contract Amount			\$258,330.00
Fee Remaining			\$62,341.96

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



OR 165369
September 17, 2014
Project No: HR.11001.008
Invoice No: 011001-08-7

City of Hattiesburg
Attn: Lamar Rutland
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 - No - Discharge Conceptual Design

Professional Services from August 1, 2014 to August 31, 2014

Fee

Total Fee \$258,330.00

Percent Complete 78.44

Total Earned \$202,631.68

Previous Fee Billing \$195,988.04

Current Fee Billing \$6,643.64

Total Fee \$6,643.64

Total this Task Order \$6,643.64

(see the Itemized Invoice attached)

The following items of work were completed:

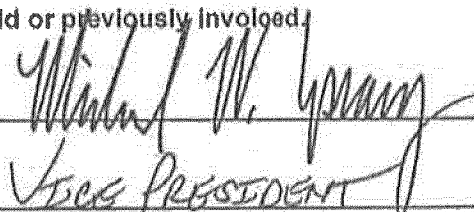
1. Litigation Assistance
2. Conceptual Design
3. Rate Structuring

105696.6015

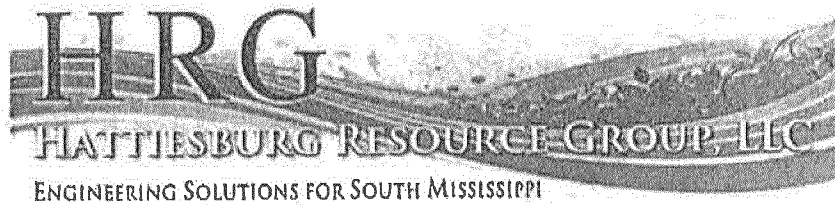
MB 2014 0825

Certification

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

By: 

Title: VICE PRESIDENT



September 17, 2014
 Project No: HR.11001.008
 Invoice No: 011001-08-7

City of Hattiesburg
 Attn: Lamar Rutland
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11001.008 Task Order #8 -- No -- Discharge Conceptual Design

Professional Services from August 1, 2014 to August 31, 2014

Labor for Neel-Schaffer, Inc.

Nathan Husman -- Project Manager	2.0 hours @ \$163.56	\$327.12
Jennifer Nobles -- Admin Svcs Manager	22.5 hours @ \$66.70	\$1,500.75
Michael Essary -- Project Engineer	14.5 hours @ \$169.53	\$2,458.19
Stanley Keely -- Project Engineer	4.0 hours @ \$175.51	\$702.04
Michelle Gill -- Project Engineer	12.5 hours @ \$82.59	\$1,032.38
Chris Jones -- Project Engineer	2.0 hours @ \$153.12	\$306.24
Patrick Furr -- Technician	4.0 hours @ \$79.23	\$316.92
Total Neel-Schaffer, Inc. labor		\$6,643.64

Total this Invoice \$6,643.64

Billing Limits	Current	Prior	To-Date
Total Billings	\$6,643.64	\$195,988.04	\$202,631.68
Contract Amount			\$258,330.00
Fee Remaining			\$55,698.32

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)

OR 105458



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

September 11, 2014

Project No: 11202

Invoice No: 18200

Budget \$2,021,125

COMSWIP PER JOHN WEEKS, SD/W

Project Manager John Weeks

Project 11202

I/I Study

Professional Services from July 21, 2014 to August 21, 2014

Phase 01 I/I Study

Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	248,228.49	248,228.49	0.00
Pay Request No. 2	354,520.37	100.00	354,520.37	354,520.37	0.00
Pay Request No. 3	188,200.55	100.00	188,200.55	188,200.55	0.00
Pay Request No. 4	67,506.41	100.00	67,506.41	67,506.41	0.00
Pay Request No. 5	102,259.25	100.00	102,259.25	102,259.25	0.00
Pay Request No. 6	121,267.27	100.00	121,267.27	0.00	121,267.27
Total Fee	833,753.85		1,081,982.34	960,715.07	121,267.27
Total Fee					121,267.27
Total this Task					\$121,267.27
Total this Phase					\$121,267.27
Total this Invoice					\$121,267.27

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

105695.6015
MB 2014-36-37



OK 165373

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

August 27, 2014
Project No: 1273-S003
Invoice No: 18174

Project Manager: Kyle Wallace

Project: 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from July 27, 2014 to August 23, 2014

Phase CM Construction Management

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

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	4.00	150.00	600.00
Totals	4.00		600.00
Total Labor			600.00
		Total this Phase	\$600.00
		Total this Invoice	\$600.00

Outstanding Invoices

Number	Date	Balance	
18128	7/31/2014	3,990.00	
Total		3,990.00	
		Total Now Due	\$4,590.00

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

10568517200001
MB 2014/8/27

Vendor #2099

OR 165375



Engineering Progress

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

August 07, 2014
Project No: 1273-S006.001
Invoice No: 18148

SEWER TRUNK LINES-BUDGET PROJECTS A17

18" Trunk line Rehab

Project Manager John Weeks

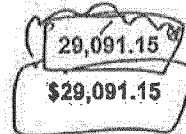
Project 1273-S006.001

San Antonio, E. Hardy, Lakeview Design

Professional Services from August 01, 2014 to August 31, 2014

Construction Cost	1,077,450.00		
Fee Percentage	9.00		
Total Fee	96,970.50		
Percent Complete	30.00	Total Earned	29,091.15
		Previous Fee Billing	0.00
		Current Fee Billing	29,091.15
		Total Fee	

Total this Invoice



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

105695.7220.17
~~105695.7220.51~~
MB 2014 / 102-103

OR 165378



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

August 27, 2014
Project No: 1273-S006.001
Invoice No: 18159

Project Manager John Weeks
Project 1273-S006.001
Professional Services from July 26, 2014 to August 23, 2014

18" Sewer Trunk Line Rehab
San Antonio, E. Hardy, Lakeview Design

Construction Cost	1,077,450.00		
Fee Percentage	9.00		
Total Fee	96,970.50		
Percent Complete	70.00	Total Earned	67,879.35
		Previous Fee Billing	29,091.15
		Current Fee Billing	38,788.20
		Total Fee	

Total this Invoice

38,788.20
\$38,788.20

Outstanding Invoices

Number	Date	Balance
18148	8/7/2014	29,091.15
Total		29,091.15

Total Now Due: \$67,879.35

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

105695.722.17
MB 2014/102-123



OR 165385

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

August 27, 2014
Project No: 1273-S002
Invoice No: 18173

Project Manager: Kyle Wallace

Project: 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from July 27, 2014 to August 23, 2014

Phase CM Construction Management

Construction Cost 1,892,234.28
Fee Percentage 9.00
Total Fee 152,301.09

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

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	20.00	85.00	1,700.00
PROJECT ENGINEER			
Wallace, Kyle	4.00	150.00	600.00
Totals	24.00		2,300.00
Total Labor			2,300.00

Total this Phase \$2,300.00

Total this Invoice \$2,300.00

Outstanding Invoices

Number	Date	Balance
18129	7/31/2014	3,280.00
Total		3,280.00

Total Now Due \$5,580.00

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

105695.72208550
MB2011-489-110

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



OR 165345

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

August 27, 2014
Project No: 1273-W010
Invoice No: 18161

Project Manager John Weeks

ComswiP

Project 1273-W010 WTP#2 - Filter 6 Repairs

Professional Services from July 27, 2014 to August 23, 2014

Phase CM Construction Management

Construction Cost	660,000.00		
Fee Percentage	7.00		
Total Fee	45,600.00		
Percent Complete	35.00	Total Earned	15,925.00
		Previous Fee Billing	0.00
		Current Fee Billing	15,925.00
		Total Fee	15,925.00
		Total this Phase	\$15,925.00
		Total this Invoice	\$15,925.00

Outstanding Invoices

Number	Date	Balance
18121	7/31/2014	11,700.00
Total		11,700.00

Total Now Due \$27,625.00

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

105695.7245.10

2012-1/34

OR 165355



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

August 05, 2014
Project No: 1273-W011
Invoice No: 18148

Project Manager Marcelin Joseph

Project 1273-W011

Industrial Park - WL Runnels Rd

Water Line Ext on Old 98 and Runnels

Professional Services from June 22, 2014 to July 26, 2014

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	.50	85.00	42.50
ENGINEERING INTERN			
Joseph, Marcelin	32.50	100.00	3,250.00
PROJECT ENGINEER			
Sellers, Bennie	9.50	150.00	1,425.00
Wallace, Kyle	3.00	150.00	450.00
Totals	45.50		5,167.50
Total Labor			

5,167.50

Total this Invoice

\$5,167.50

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

7245.11
105695.7220.03
045695.7220.03



OR 165362

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

August 28, 2014
Project No: 1273-W011
Invoice No: 18186

Project Manager Marcellin Joseph

Project 1273-W011

Industrial Park - W. L. Runnels Rd

Water Line Ext on Old 98 and Runnels

Professional Services from July 27, 2014 to August 23, 2014

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	5.00	85.00	425.00
ENGINEERING INTERN			
Joseph, Marcellin	59.50	100.00	5,950.00
PROJECT ENGINEER			
Wallace, Kyle	4.00	150.00	600.00
Totals	68.50		6,975.00
Total Labor			6,975.00

Total this Invoice

6,975.00

\$6,975.00

Outstanding Invoices

Number	Date	Balance
18146	8/5/2014	5,167.50
Total		5,167.50

Total Now Due

\$12,142.50

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

105695.7215.11
025695.7220.03

OR 165308



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

August 27, 2014
Project No: 1273-W004
Invoice No: 18175

Project Manager Kyle Wallace
Project 1273-W004 Comprehensive Water Improvement - Ph I
Professional Services from July 27, 2014 to August 23, 2014

Phase CM COMSWIP Water Imp Ph I - Construction

Construction Cost	433,213.85		
Fee Percentage	9.00		
Total Fee	38,989.23		
Percent Complete	100.00	Total Earned	38,989.23
		Previous Fee Billing	38,989.23
		Current Fee Billing	0.00
		Total Fee	0.00

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	5.00	150.00	750.00
Totals	5.00		750.00
Total Labor			750.00
		Total this Phase	\$750.00
		Total this Invoice	\$750.00

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

Budget line item 705695, 7245150
MB 2011-4/89-170
(Minute Book Reference)

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



OR 165324

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

August 27, 2014
Project No: 1273-W007
Invoice No: 18176

Project Manager: Kyle Wallace

Project: 1273-W007

ComSWIP Water Phase II - Palmers Crossing

Professional Services from July 27, 2014 to August 23, 2014

Phase: DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	1.00	85.00	85.00
PROJECT ENGINEER			
Sellers, Bennie	2.00	150.00	300.00
Totals	3.00		385.00
Total Labor			385.00

Consultants

Landmark Surveying		20,000.00	
Total Consultants	1.0 times	20,000.00	20,000.00

Total this Phase 20,385.00

Total this Invoice 20,385.00

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

105695.72451
2011 4/85-110



OR 165320

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

August 27, 2014
Project No: 1273-W008
Invoice No: 18177

Project Manager Kyle Wallace

Project 1273-W008

ComSWIP Water Phase III - Mobile & Boule

Professional Services from July 27, 2014 to August 23, 2014

Phase DD Mobile & Boule - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	5.50	85.00	467.50
Tew, Robert	41.00	85.00	3,485.00
FIELD CREW			
Walters, James	16.00		0.00
FIELD CREW			
Crew, Field	50.00	150.00	7,500.00
PROJECT ENGINEER			
Sellers, Bennie	6.00	150.00	900.00
Wallace, Kyle	6.50	150.00	975.00
Totals	125.00		13,327.50
Total Labor			13,327.50

Total this Phase \$13,327.50

Total this Invoice \$13,327.50

Outstanding Invoices

Number	Date	Balance
18078	7/1/2014	29,747.50
18126	7/31/2014	15,837.50
Total		45,585.00

Total Now Due \$58,912.50

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

105695.7245.52
MB # 2011-4/85-10



OR 165334

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

August 27, 2014
Project No: 1273-W009
Invoice No: 18178

Project Manager Kyle Wallace

Project 1273-W009

ComSWIP Water - Phase IV - Misc.

Professional Services from July 27, 2014 to August 23, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Sellers, Bennie	20.50	150.00	3,075.00
Totals	20.50		3,075.00
Total Labor			3,075.00
Total this Phase			\$3,075.00
Total this Invoice			\$3,075.00

Outstanding Invoices

Number	Date	Balance
18079	7/1/2014	3,000.00
18125	7/31/2014	1,350.00
Total		4,350.00

Total Now Due \$7,425.00

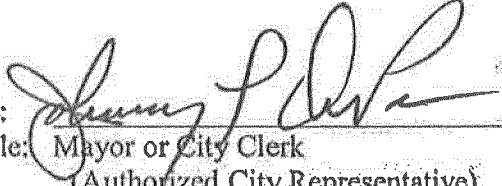
Please make checks payable to Shows, Dearman and Walts, Inc. Thank you.

105695.7245.53
MA 2011-4/89-10

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2014 (the "Loan Agreement").
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Title: Mayor or City Clerk
(Authorized City Representative)



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 10/7/14**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines	67,879.35	133,168.99
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Comprehensive Sanitary Sewer Study Task 2	121,267.27	645,553.30
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		436,429.04
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System	19,023.38	292,127.60
Sewer Improvements Ph I		85,627.61
Sewer Improvements Ph II	2,300.00	256,522.58
Sewer Improvements Ph III	600.00	463,497.14
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I	750.00	115,051.65
Water Improvements Ph II	20,385.00	185,989.33
Water Improvements Ph III	13,327.50	85,747.50
Water Improvements Ph IV	3,075.00	19,200.00
Water Line Old 98 & Runnels Rd	12,142.50	12,142.50
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs	15,925.00	27,625.00
Grand Total	276,675.00	3,027,979.28



City of Hattiesburg, MS

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

Master

File Number: 2014-1409

File ID: 2014-1409

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/23/2014

Brief Title: Resolution appointing petty cash custodian.

Final Action: 10/07/2014

Minute Book Number: MB2014-302

Title:

Adopt a resolution to remove Ines F. Hicks as Petty Cash Custodian and approve Patrina Harper as the Petty Cash Fund Custodian for the Hattiesburg Police Department; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution removing custodian., executed Resolution removing custodia. RES#2014-197

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/07/2014					
1	City Council	10/07/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt a resolution appointing Patrina Harper as petty cash fund custodian, effective October 7, 2014; authorize issuance of manual check for the same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1409

Title

Adopt a resolution to remove Ines F. Hicks as Petty Cash Custodian and approve Patrina Harper as the Petty Cash Fund Custodian for the Hattiesburg Police Department; authorize manual check for the same.

Summary

Petty cash fund custodian

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Ines F. Hicks, be removed as Petty Cash Fund Custodian and Patrina Harper be approved as Petty Cash Fund Custodian for the Hattiesburg Police Department, effective October 7th, 2014; and

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 7th of October, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 7th day of October, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Ines F. Hicks, be removed as Petty Cash Fund Custodian and Patrina Harper be approved as Petty Cash Fund Custodian for the Hattiesburg Police Department, effective October 7th, 2014; and

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 7th of October, 2014.

(SEAL)

ATTEST:

Shirley B. Burrows
CLERK OF COUNCIL

ADOPTED: [Signature]

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the

Mayor, this 7th day of October, 2014.

ATTEST:

Sharon White D.C.
CITY CLERK

APPROVED: [Signature]

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1413

File ID: 2014-1413

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/24/2014

Brief Title: Authorization of JARC Funds / Grant MS-90-X093-00

Final Action: 10/07/2014

Minute Book Number: MB2014-302

Title:

Authorize the Mayor to execute an agreement for Hub City Transit System for the Job Access Reverse Commute (JARC) funds in the amount of \$367,964.00.

Notes:

Sponsors:

Enactment Date:

Attachments: JARC Grant MS-90-X093-00, executed JARC Grant MS-90-X093-00

Enactment Number:

Contact:

Meeting Date:

Drafter: KaTonya Darby

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute an agreement for Hub City Transit System for the Job Access Reverse Commute (JARC) funds in the amount of \$367,964.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2014-1413

Title

Authorize the Mayor to execute an agreement for Hub City Transit System for the Job Access Reverse Commute (JARC) funds in the amount of \$367,964.00.

Summary

JARC Fund / MS-90-X093-00

Budget Information

[Enter Budget Information Here Without Parentheses. Example: Cost Center Line Item, Amount]

Expenditure Type

Grant

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]

DOT**FTA****U.S. Department of Transportation****Federal Transit Administration**

Application

Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Project ID:	MS-90-X093-00
Budget Number:	1 - Budget Approved
Project Information:	Hattiesburg Voucher Program JARC

Part 1: Recipient Information

Project Number:	MS-90-X093-00
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Union Information

Recipient ID:	1108
Union Name:	NO UNIONS
Address 1:	N/A
Address 2:	
City:	N/A,
Contact Name:	N/A
Telephone:	(000) -00-0-00
Facsimile:	
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$367,964
Project Number:	MS-90-X093-00	Adjustment Amt:	\$0
Project Description:	Hattiesburg Voucher Program JARC	Total Eligible Cost:	\$367,964

Recipient Type:	City	Total FTA Amt:	\$183,982
FTA Project Mgr:	George Lei 404-865-5615	Total State Amt:	\$0
Recipient Contact:	ChristinBrownKatonyaDarby6015456259	Total Local Amt:	\$183,982
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016	Est. Oblig Date:	None Specified
Recvd. By State:	Sep. 22, 2014	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 10, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
280000	MISSISSIPPI
283380	HATTIESBURG, MS

Congressional Districts

State ID	District Code	District Official
28	4	Steven M Palazzo

Project Details

The Grant will be for a total of \$367,964. It will use JARC funds of \$183,982 (FTA) and \$183,982 Local Match) 50/50. These funds are programmed in the Mississippi Department of Transportation 2012-2015 Statewide Transportation Improvement Plan approved 8/10/2012. It is programmed in the MDOT STIP as a group attached STIP MDOT designating to the City of Hattiesburg from MDOT pages 96-97. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007

The local match will come from the City of Hattiesburg's designated millage for transit which is a tax levy.

The funding ratio is Operating Assistance FTA 50% Local 50%. The grant will fund the following activities:

1. Operating Assistance:

Total Cost : \$367,964 (FTA) -- \$183,982 Local Match --\$183,982

Background:

Location: City of Hattiesburg, Mississippi

Type: Trip-Based Services/User-side subsidies/vouchers

Goal: Improved system capacity/Expanded geographic coverage

Service description: The City of Hattiesburg Work Taxi Coupon/Voucher Program will provide transportation for Hattiesburg residents who qualify for low-income employment transportation within the city limits of Hattiesburg, Mississippi. The program will provide transportation for low-income citizens that were unable to obtain or maintain employment as a result of affordable transportation. This program will provide employment opportunities for people who do not have the ability to own or operate their own vehicle and therefore dependent on transportation services. This additional service will allow the high density, low-income population access to educational and employment opportunities during "non-traditional" hours. The city of Hattiesburg's low income population is 40% below poverty level, 66% did not work, 56.9% worked less than full-time, and 52.9% with some type of disability according to the US Census American Fact Finder. Hub City Transit (HCT) will provide an opportunity for expanded transportation services for transporting low-income to moderated families to work, school, hospital appointments and life style facilities (i.e. grocery stores). The program will be a taxi subsidy program for persons who reside in the Hattiesburg Urbanized Area as designated by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization for low to moderate person and persons with disabilities particularly those who are employed, at times when other transportation services are not available. The program will generate additional business for local taxicab companies, area human services agencies and area transportation agencies contributing to the community's overall economic health. The program will be aimed at developing new transportation services by filling in gaps to existing services.

Procurement Information:

The City of Hattiesburg will use the State of Mississippi Procurement Manual as set forth and shall comply with all laws and regulations along with other pertinent information that shall be in effect with title 31, Chapter 7 Mississippi Code of 1972.

Mississippi Department of Transportation In accordance with our approved State Management Plan when selecting projects to be funded through the Section 5311; Section 5310; Section 5316 or Section 5317 programs, it is the intent of the MDOT, to the greatest extent practical, to use a competitive application process. As a general rule, the Public Transit Division will use an annual application cycle for each of the FTA formula programs. Based in part of the availability of FTA apportionments, applications are solicited each year via statewide advertising, preferably during the period of January through April, for the next program or federal fiscal year. Exceptions to this application cycle may be made in response to the availability of excess or unanticipated funds, in response to lapsing federal funds or at the discretion of the Executive Director or Director, Office of Intermodal Planning.

Earmarks

No information found.

Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

3. Other, please describe below.

Part 3: Budget**Project Budget**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
646-00 JARC PROJECTS	0	\$183,982.00	\$367,964.00
<u>ACTIVITY</u>			
30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING	0	\$183,982.00	\$367,964.00

ASSISTANCE			
Estimated Total Eligible Cost:			\$367,964.00
Federal Share:			\$183,982.00
Local Share:			\$183,982.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
283380	2012.25.90.J9.2	04	2014	90	\$0.00	\$183,982.00	\$183,982.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$183,982.00
Total from all Funding Sources:							\$183,982.00

Alternative Fuel Codes

Extended Budget Descriptions

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982.00	\$367,964.00
To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007				

Changes since the Prior Budget

No information found.

Part 4. Milestones

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982	\$367,964
-----------------	---	---	-----------	-----------

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Milestone	Oct. 01, 2014
	- The City of Hattiesburg will establish a Voucher System: - To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and - Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. The City will acquire providers using the guidelines as set in FTA Cir 4220.1F	
2.	Final Expenditure	Sep. 30, 2016

Part 5. Environmental Findings

**300905 JOB ACCESS AND REVERSE
COMMUTE OPERATING ASSISTANCE**

0

\$183,982

\$367,964

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet Status

Fixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	5	0	5
	B. Spares	2	0	2
	C. Total (A+B)	7	0	7
	D. Spare Ratio (B/A)	40.00%	0.00%	40.00%
II.	Inactive Fleet			
	A. Other	2	0	2
	B. Pending Disposal	1	0	1
	C. Total (A+B)	3	0	3
III.	Total (I.C and II.C)	10	0	10

Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			

	A. Peak Requirement	3	0	3
	B. Spares	1	0	1
	C. Total (A+B)	4	0	4
	D. Spare Ratio (B/A)	33.33%	0.00%	33.33%
II.	Inactive Fleet			
	A. Other	1	0	1
	B. Pending Disposal	0	0	0
	C. Total (A+B)	1	0	1
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

General Review

Comment Title:	STIP
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 Please attach STIP approval letter

Comment Title:	Project Details
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 What exactly are these funds going toward? Project Details are not specific.

Comment Title:	Extended Budget Description
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 Please add Extended Budget Description for 30.09.05 ALI.

Comment Title:	Project Details - JARC Details
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014

Ref Section:	Unknown
Comment:	Comment cleared 9/23 -Please describe competitive selection process used to select this project for the JARC funding (will need this information from MDOT). -Please state in project details that this project was derived from the coordinated plan, as well as the page # of the plan and date it was adopted.

Comments to DOL

Comment Title:	Section 5333(b) Certification
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant application is for JARC operating assistance. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Christine Brown and can be reached at 601-545-6259 or mpo@hattiesburgms.com.

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-20, October 1, 2013)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2013, <http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: MS-90-X093-00

Grantee: CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$367,964

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$183,982

Amount of This FTA Award (in U.S. Dollars): \$183,982

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 9/23/2014

Project Description:

Hattiesburg Voucher Program JARC

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2014

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-20, October 1, 2013)

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Melinda McGrath
Executive Director
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Grant Recipient:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

MS-90-X093-00 Quarterly Narrative Report

Apr. 01, 2014 through Jun. 30, 2014

As Of Sep. 24, 2014

(DRAFT)

No MS/P Report , No FFR

Part 1: Recipient Information

Project Number:	MS-90-X093-00
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Part 2: Project Information

Project No:	MS-90-X093-00
Brief Desc:	Hattiesburg Voucher Program JARC
FTA Project Mgr:	George Lei 404-865-5615
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016
Gross Project Cost:	\$367,964
Adjustment Amt:	\$0
Total Eligible Cost:	\$367,964
Total FTA Amt:	\$183,982
Total State Amt:	\$0
Total Local Amt:	\$183,982
Other Federal Amt:	\$0

Part 3: Federal Financial Report

Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures(F + G)	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations(I + J)			\$0
L. Total Federal Share (F + I)			\$0
M. Unobligated Balance of Federal Funds			\$0

(E - L)			
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be provided N - (G + J)			\$0
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or s or T)			\$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

No Milestone Report

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Project ID:	MS-90-X093-00
Budget Number:	1 - Budget Approved
Project Information:	Hattiesburg Voucher Program JARC

Part 1: Recipient Information

Project Number:	MS-90-X093-00
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Union Information

Recipient ID:	1108
Union Name:	NO UNIONS
Address 1:	N/A
Address 2:	
City:	N/A,
Contact Name:	N/A
Telephone:	(000) -00-0-00
Facsimile:	
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$367,964
Project Number:	MS-90-X093-00	Adjustment Amt:	\$0
Project Description:	Hattiesburg Voucher Program JARC	Total Eligible Cost:	\$367,964

Recipient Type:	City	Total FTA Amt:	\$183,982
FTA Project Mgr:	George Lei 404-865-5615	Total State Amt:	\$0
Recipient Contact:	ChristinBrownKatonyaDarby6015456259	Total Local Amt:	\$183,982
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016	Est. Oblig Date:	None Specified
Recvd. By State:	Sep. 22, 2014	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 10, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
280000	MISSISSIPPI
283380	HATTIESBURG, MS

Congressional Districts

State ID	District Code	District Official
28	4	Steven M Palazzo

Project Details

The Grant will be for a total of \$367,964. It will use JARC funds of \$183,982 (FTA) and \$183,982 Local Match) 50/50. These funds are programmed in the Mississippi Department of Transportation 2012-2015 Statewide Transportation Improvement Plan approved 8/10/2012. It is programmed in the MDOT STIP as a group attached STIP MDOT designating to the City of Hattiesburg from MDOT pages 96-97. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007

The local match will come from the City of Hattiesburg's designated millage for transit which is a tax levy.

The funding ratio is Operating Assistance FTA 50% Local 50%. The grant will fund the following activities:

1. Operating Assistance:

Total Cost : \$367,964 (FTA) -- \$183,982 Local Match --\$183,982

Background:

Location: City of Hattiesburg, Mississippi

Type: Trip-Based Services/User-side subsidies/vouchers

Goal: Improved system capacity/Expanded geographic coverage

Service description: The City of Hattiesburg Work Taxi Coupon/Voucher Program will provide transportation for Hattiesburg residents who qualify for low-income employment transportation within the city limits of Hattiesburg, Mississippi. The program will provide transportation for low-income citizens that were unable to obtain or maintain employment as a result of affordable transportation. This program will provide employment opportunities for people who do not have the ability to own or operate their own vehicle and therefore dependent on transportation services. This additional service will allow the high density, low-income population access to educational and employment opportunities during "non-traditional" hours. The city of Hattiesburg's low income population is 40% below poverty level, 66% did not work, 56.9% worked less than full-time, and 52.9% with some type of disability according to the US Census American Fact Finder. Hub City Transit (HCT) will provide an opportunity for expanded transportation services for transporting low-income to moderated families to work, school, hospital appointments and life style facilities (i.e. grocery stores). The program will be a taxi subsidy program for persons who reside in the Hattiesburg Urbanized Area as designated by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization for low to moderate person and persons with disabilities particularly those who are employed, at times when other transportation services are not available. The program will generate additional business for local taxicab companies, area human services agencies and area transportation agencies contributing to the community's overall economic health. The program will be aimed at developing new transportation services by filling in gaps to existing services.

Procurement Information:

The City of Hattiesburg will use the State of Mississippi Procurement Manual as set forth and shall comply with all laws and regulations along with other pertinent information that shall be in effect with title 31, Chapter 7 Mississippi Code of 1972.

Mississippi Department of Transportation In accordance with our approved State Management Plan when selecting projects to be funded through the Section 5311; Section 5310; Section 5316 or Section 5317 programs, it is the intent of the MDOT, to the greatest extent practical, to use a competitive application process. As a general rule, the Public Transit Division will use an annual application cycle for each of the FTA formula programs. Based in part of the availability of FTA apportionments, applications are solicited each year via statewide advertising, preferably during the period of January through April, for the next program or federal fiscal year. Exceptions to this application cycle may be made in response to the availability of excess or unanticipated funds, in response to lapsing federal funds or at the discretion of the Executive Director or Director, Office of Intermodal Planning.

Earmarks

No information found.

Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

3. Other, please describe below.

Part 3: Budget**Project Budget**

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
646-00 JARC PROJECTS	0	\$183,982.00	\$367,964.00
ACTIVITY			
30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING	0	\$183,982.00	\$367,964.00

ASSISTANCE			
Estimated Total Eligible Cost:			\$367,964.00
Federal Share:			\$183,982.00
Local Share:			\$183,982.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
283380	2012.25.90.J9.2	04.	2014	90	\$0.00	\$183,982.00	\$183,982.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$183,982.00
Total from all Funding Sources:							\$183,982.00

Alternative Fuel Codes

Extended Budget Descriptions

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982.00	\$367,964.00
To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. As indicated in the Statewide Coordinated Public Transit Human Services Transportation Plan (pg 70) adopted 2007				

Changes since the Prior Budget

No information found.

Part 4. Milestones

30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$183,982	\$367,964
-----------------	--	----------	------------------	------------------

	Milestone Description	Est. Comp. Date
1.	Initial Milestone	Oct. 01, 2014
	- The City of Hattiesburg will establish a Voucher System: - To Create incentives that bring additional transportation providers (e.g., taxis, human services transportation providers, neighbors and other volunteers) into the network of transportation services available in a community to meet time, day and geographic needs, and - Subsidizing the cost of transportation using transit, taxi, carpool, vanpool or other modes for those who have limited income. The City will acquire providers using the guidelines as set in FTA Cir 4220.1F	
2.	Final Expenditure	Sep. 30, 2016

Part 5. Environmental Findings

**300905 JOB ACCESS AND REVERSE
COMMUTE OPERATING ASSISTANCE**

0

\$183,982

\$367,964

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet Status

Fixed Route

		Before	Change	After
I.	Active Fleet			
	A. Peak Requirement	5	0	5
	B. Spares	2	0	2
	C. Total (A+B)	7	0	7
	D. Spare Ratio (B/A)	40.00%	0.00%	40.00%
II.	Inactive Fleet			
	A. Other	2	0	2
	B. Pending Disposal	1	0	1
	C. Total (A+B)	3	0	3
III.	Total (I.C and II.C)	10	0	10

Paratransit

		Before	Change	After
I.	Active Fleet			

	A. Peak Requirement	3	0	3
	B. Spares	1	0	1
	C. Total (A+B)	4	0	4
	D. Spare Ratio (B/A)	33.33%	0.00%	33.33%
II.	Inactive Fleet			
	A. Other	1	0	1
	B. Pending Disposal	0	0	0
	C. Total (A+B)	1	0	1
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

General Review

Comment Title:	STIP
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014
Ref Section:	Unknown
Comment:	Comment cleared 9/23 Please attach STIP approval letter

Comment Title:	Project Details
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
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Comment Title:	Extended Budget Description
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
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Ref Section:	Unknown
Comment:	Comment cleared 9/23 Please add Extended Budget Description for 30.09.05 ALI.

Comment Title:	Project Details - JARC Details
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	Sep. 23, 2014

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Comment:	Comment cleared 9/23 -Please describe competitive selection process used to select this project for the JARC funding (will need this information from MDOT). -Please state in project details that this project was derived from the coordinated plan, as well as the page # of the plan and date it was adopted.

Comments to DOL

Comment Title:	Section 5333(b) Certification
Comment By:	Robert F Buckley
Date Created:	Sep. 19, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant application is for JARC operating assistance. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Christine Brown and can be reached at 601-545-6259 or mpo@hattiesburgms.com.

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-20, October 1, 2013)**

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- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
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FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: MS-90-X093-00

Grantee: CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$367,964

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$183,982

Amount of This FTA Award (in U.S. Dollars): \$183,982

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

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Original Project Certification Date: 9/23/2014

Project Description:

Hattiesburg Voucher Program JARC

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2014

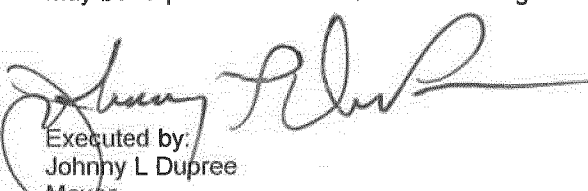
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Executed by:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

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(Attachment to FTA G-20, October 1, 2013)

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Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Melinda McGrath
Executive Director
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Grant Recipient:
Johnny L Dupree
Mayor
CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
09/24/2014

MS-90-X093-00 Quarterly Narrative Report

Apr. 01, 2014 through Jun. 30, 2014

As Of Sep. 24, 2014

(DRAFT)

No MS/P Report , No FFR

Part 1: Recipient Information

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Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

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Project No:	MS-90-X093-00
Brief Desc:	Hattiesburg Voucher Program JARC
FTA Project Mgr:	George Lei 404-865-5615
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2016
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Total Eligible Cost:	\$367,964
Total FTA Amt:	\$183,982
Total State Amt:	\$0
Total Local Amt:	\$183,982
Other Federal Amt:	\$0

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Financial Status

	Previous	This Period	Cumulative
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B. Federal Cash Receipts			\$0
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D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures(F + G)	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations(I + J)			\$0
L. Total Federal Share (F + I)			\$0
M. Unobligated Balance of Federal Funds			\$0

(E - L)			
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be provided N - (G + J)			\$0
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or s or T)			\$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

No Milestone Report



City of Hattiesburg, MS

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

Master

File Number: 2014-1417

File ID: 2014-1417

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/26/2014

Final Action: 10/07/2014

Brief Title: Authorize Mayor to execute duplicate original release of maintenance and public liability between the City of Hattiesburg and Warren Paving on the 4th Street Roadway Improvements Project

Minute Book Number: MB2014-303

Title:

Authorize Mayor to execute duplicate original release of maintenance and public liability between the City of Hattiesburg and Warren Paving on the 4th Street Roadway Improvements Project

Notes:

Sponsors:

Enactment Date:

Attachments: Unexecuted Release of Maintenance 4th Street Roadway Improvements Project, executed Release of Maintenance 4th Street Roadway Improvements Project

Enactment Number:

Contact:

Meeting Date: 10/07/2021

Drafter: Gene Polk

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original release of maintenance and public liability between the City of Hattiesburg and Warren Paving on the 4th Street Roadway Improvements Project							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1417

Title

Authorize Mayor to execute duplicate original release of maintenance and public liability between the City of Hattiesburg and Warren Paving on the 4th Street Roadway Improvements Project

Summary

Mayor to execute original release of maintenance between City of Hattiesburg and Warren Paving

Budget Information

Expenditure Type

Purchasing Item

Publication Information



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

Mary Dryden

Council - Ward 5

Henry Naylor

October 7, 2014

Attention: Lawrence Warren
Warren Paving, Inc.
P.O. Box 572
Hattiesburg, MS 39403

REFERENCE: PROJECT: HPP-8750-00(003)LPA/104873-801000
FOURTH STREET ROADWAY IMPROVEMENTS PROJECT
RELEASE OF MAINTENANCE
CITY OF HATTIESBURG – FORREST COUNTY

Dear Mr. Warren,

Reference is made to your contract with the City of Hattiesburg for the above captioned project.

Subject to the provisions and requirements of the contract, this is our formal notice that you are hereby conditionally released of further maintenance and public liability, on items of your contract completed in accordance with the contract, effective September 5, 2014.

Final acceptance is being deferred until all duties and obligations imposed under the contract have been fulfilled; except for necessary remaining measurements and computations essential to the final estimate, and for final payment.

As provided in the contract, in the event items of work are found to be deficient, or defective as evidenced by unsatisfactory test reports of materials incorporated into the work, you are to assume full responsibility for corrective measures, and are to reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

Sincerely,

CITY OF HATTIESBURG

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

pc: Regions Insurance, Inc. (Ins. Company)
Travelers Casualty and Surety Company of America (Bonding Co.)
State Construction Engineer (MDOT)
LPA Engineer (MDOT)
Contract Administration Engineer (MDOT)
Planning Engineer (MDOT)
Materials Engineer (MDOT)
Financial Management Director (MDOT)
District Engineer (MDOT)
Central Records (MDOT)
Geoffrey Crosby, P.E. (Neel-Schaffer, Inc.)



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

Mary Dryden

Council - Ward 5

Henry Naylor

October 7, 2014

Attention: Lawrence Warren
Warren Paving, Inc.
P.O. Box 572
Hattiesburg, MS 39403

REFERENCE: PROJECT: HPP-8750-00(003)LPA/104873-801000
FOURTH STREET ROADWAY IMPROVEMENTS PROJECT
RELEASE OF MAINTENANCE
CITY OF HATTIESBURG – FORREST COUNTY

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CITY OF HATTIESBURG

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

pc: Regions Insurance, Inc. (Ins. Company)
Travelers Casualty and Surety Company of America (Bonding Co.)
State Construction Engineer (MDOT)
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Financial Management Director (MDOT)
District Engineer (MDOT)
Central Records (MDOT)
Geoffrey Crosby, P.E. (Neel-Schaffer, Inc.)



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
Mary Dryden

Council - Ward 5
Henry Naylor

October 7, 2014

Attention: Lawrence Warren
Warren Paving, Inc.
P.O. Box 572
Hattiesburg, MS 39403

REFERENCE: PROJECT: HPP-8750-00(003)LPA/104873-801000
FOURTH STREET ROADWAY IMPROVEMENTS PROJECT
RELEASE OF MAINTENANCE
CITY OF HATTIESBURG – FORREST COUNTY

Dear Mr. Warren,

Reference is made to your contract with the City of Hattiesburg for the above captioned project.

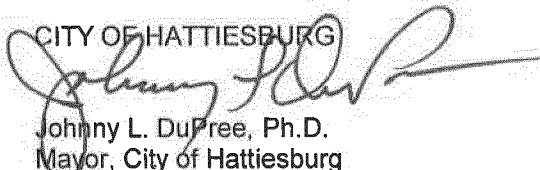
Subject to the provisions and requirements of the contract, this is our formal notice that you are hereby conditionally released of further maintenance and public liability, on items of your contract completed in accordance with the contract, effective September 5, 2014.

Final acceptance is being deferred until all duties and obligations imposed under the contract have been fulfilled; except for necessary remaining measurements and computations essential to the final estimate, and for final payment.

As provided in the contract, in the event items of work are found to be deficient, or defective as evidenced by unsatisfactory test reports of materials incorporated into the work, you are to assume full responsibility for corrective measures, and are to reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

Sincerely,

CITY OF HATTIESBURG


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

pc: Regions Insurance, Inc. (Ins. Company)
Travelers Casualty and Surety Company of America (Bonding Co.)
State Construction Engineer (MDOT)
LPA Engineer (MDOT)
Contract Administration Engineer (MDOT)
Planning Engineer (MDOT)
Materials Engineer (MDOT)
Financial Management Director (MDOT)
District Engineer (MDOT)
Central Records (MDOT)
Geoffrey Crosby, P.E. (Neel-Schaffer, Inc.)



City of Hattiesburg, MS

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

Master

File Number: 2014-1435

File ID: 2014-1435

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/01/2014

Brief Title: Municipal Compliance Questionnaire

Final Action: 10/07/2014

Minute Book Number: MB2014-303

Title:

Authorize Mayor and Deputy City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: Municipal Compliance Questionnaire 2014, Elected Officials, executed Municipal Compliance Questionnaire 2014

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Authorize Mayor and Deputy City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2014.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1435

Title

Authorize Mayor and Deputy City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2014.

Summary

Authorize Mayor and Deputy City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2014.

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality:

City of Hattiesburg

P O Box 1898, Hattiesburg, MS 39403

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

2010 45,989

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

See Attached List

4. Period of time covered by this questionnaire:

From: October 1, 2013

To: September 30, 2014

5. Expiration date of current elected officials' term: June 30, 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 20__

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

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) Y
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

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

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

- | | | |
|----|--|----------|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | <u>Y</u> |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | <u>Y</u> |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | <u>Y</u> |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | <u>Y</u> |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | <u>Y</u> |

PART V - Taxes and Other Receipts

- | | | |
|----|--|------------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | <u>Y</u> |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | <u>Y</u> |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | <u>N/A</u> |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | <u>Y</u> |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | <u>Y</u> |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | <u>Y</u> |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | <u>Y</u> |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | <u>Y</u> |

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2014

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

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

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

ELECTED OFFICIALS
CITY OF HATTIESBURG, MISSISSIPPI
JULY, 2013 – JUNE, 2017

Mayor

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

Ward 1 Councilman

Kim Bradley
4213 Lincoln Rd Extension
Hattiesburg, Ms 39401
(W) 601-261-5060

Ward 2 Councilwoman

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

Ward 3 Councilman

Carter Carroll
205 Lynwood Circle
Hattiesburg, MS 39402
(W) 601-545-4551

Ward 4 Councilwoman

Mary Dryden
P.O. Box 1898
Hattiesburg, MS 39403
(W) 601-545-4551

Ward 5 Councilman

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

City Attorney

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

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality:

City of Hattiesburg

P O Box 1898, Hattiesburg, MS 39403

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

2010 45,989

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

See Attached List

4. Period of time covered by this questionnaire:

From: October 1, 2013

To: September 30, 2014

5. Expiration date of current elected officials' term: June 30, 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 20__

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

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) Y
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

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

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
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4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) N/A
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2014

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

Sharon Waits D.C.
(City Clerk's Signature)

10-7-14
(Date)

[Signature]
(Mayor's Signature)

10-7-14
(Date)

Minute Book References:

Book Number MB2014

Page _____

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



City of Hattiesburg, MS

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

Master

File Number: 2014-1415

File ID: 2014-1415

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 09/24/2014

Final Action: 10/07/2014

Brief Title: Approve and Authorize Mayor to execute (in duplicate) agreement between the City of Hattiesburg and the National Railroad Passenger Corporation for lease of the Hattiesburg Train Depot.

Minute Book Number: MB2014-303

Title:

Approve and Authorize Mayor to execute (in duplicate) agreement between the City of Hattiesburg and the National Railroad Passenger Corporation for lease of the Hattiesburg Train Depot.

Notes: There needs to be 2 original signatures:
1st will be for COH files in the clerk's office.
2nd needs to be mailed to
Amtrak 30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Assistant Vice President
Real Estate Development

Sponsors:

Enactment Date:

Attachments: Amtrak Lease Agreement, executed Amtrak Lease Agreement

Enactment Number:

Contact:

Meeting Date:

Drafter: Katonya Darby

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Approve and Authorize Mayor to execute (in duplicate) agreement between the City of Hattiesburg and the National Railroad Passenger Corporation for lease of the Hattiesburg Train Depot.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1415

Title

Approve and Authorize Mayor to execute (in duplicate) agreement between the City of Hattiesburg and the National Railroad Passenger Corporation for lease of the Hattiesburg Train Depot.

Summary

Approve and Authorize agreement between City of Hattiesburg and the National Railroad Passenger for lease of the Hattiesburg Train Depot.

Budget Information

[Enter Budget Information Here Without Parentheses. Example: Cost Center Line Item, Amount]

Expenditure Type

[Enter Expenditure Type Here Without Parentheses. Example: Regular Budget Item, Grant, Lease Purchase, etc.]

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]

NATIONAL RAILROAD PASSENGER CORPORATION
COMMERCIAL LEASE

1. **PARTIES:** The City of Hattiesburg, a municipal corporation, a political subdivision of the State of Mississippi, with a mailing address of 200 Forrest Street, Post Office Box 1898, Hattiesburg, Mississippi 39403-1898, ("LESSOR"), which expression shall include their heirs, and successors, and assigns where the context so admits, does hereby lease to the National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act, and operating under laws of the District of Columbia, with offices at 60 Massachusetts, Northeast, Washington, D.C. 20002, ("LESSEE"), which expression shall include its successors and assigns where the context so admits, and the hereby leases the premises described below:
2. **PREMISES:** LESSOR hereby leases the premises as shown and highlighted on the attached Exhibit A, attached hereto (the "Premises"), and the non-exclusive use in common, with other of all common areas associated with the Premises.
3. **TERM:** This Lease shall commence and be in full force and effect upon LESSOR'S acquisition of title to the Hattiesburg Railroad Depot which includes the Premises, and shall terminate January 31, 2010. Notwithstanding the preceding sentence, if LESSOR has not acquired the Hattiesburg Railroad Depot by June 30, 2000, LESSEE may cancel this lease with not further liability to LESSOR.
4. **RENT:** The LESSEE shall pay to the LESSOR rent at the rate of TWENTY FIVE DOLLARS (\$ 25.00) per month in advance.
5. **CLARIFICATION:** The LESSEE shall use the Premises only for the purpose of a passenger waiting room for use in conjunction with LESSEE'S railroad operations and such uses reasonably related to passenger service.
6. **COMPLIANCE WITH LAWS:** The LESSEE acknowledges that no trade or occupation shall be conducted on the Premises or use made thereof which will be contrary to any law or ordinance in force in the jurisdiction in which the Premises are situated.
7. **HOURS OF OPERATION:** LESSEE will have the right to keep the Premises open at such times as it is reasonable necessary for the conduct of LESSEE'S business.
8. **ASSIGNMENT SUBLEASING:** The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSORS' prior written consent, not to be unreasonably withheld, conditioned or delayed.
9. **LESSOR'S ACCESS:** Upon twenty-four hours advance written notice to LESSEE, the LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Premises.

10. **INDEMNIFICATION, LIABILITY, LESSEE'S LIABILITY INSURANCE:** The LESSEE is a self-insurer and shall indemnify and hold the LESSOR harmless against any claims for injury or damage to persons or property arising on the Premises by reason of the negligence or carelessness of the LESSEE, its agents, servants, employees, invitees, licensees or contractors. The LESSOR shall indemnify and hold the LESSEE harmless against claims for injury or damage to persons or property arising on the Premises by reason of the negligence or carelessness of the LESSOR, its agents, servants, employees, invitees, licensees or contractors.

11. **QUIET ENJOYMENT:** LESSOR agrees that neither LESSOR nor anyone claiming by, through or under LESSOR will interfere with LESSEE'S quiet and peaceful enjoyment of the Premises, or of that of LESSEES' employees, agents, patrons and invitees.

12. **UTILITIES:** LESSOR shall pay electricity, gas, water and sanitation charges, and any other utility expenses associated with LESSEE'S use of the Premises.

13. **MAINTENANCE AND REPAIRS:** LESSOR shall be responsible for the maintenance and repair of all common areas as well as the exterior of the building. LESSEE agrees to allow LESSOR access to the Premises at any reasonable hour in order for LESSOR to make necessary repairs. Without in any way limiting the maintenance responsibilities of LESSOR, LESSOR shall be responsible for the following maintenance and repair of the Premises and all common areas: Periodic window washings of all exterior windows; daily maintenance of all common areas and walls, snow removal from all driveways, sidewalks, parking lots and common areas, and maintenance and repair of the furnace, structural and electrical systems of the building. Subject to the duties of the LESSOR as provide herein, LESSEE covenants and agrees to maintain the premises in good order and repair in a neat, clean, safe and healthy condition.

14. **WAIVER OF SUBROGATION:** The LESSOR waives all rights of recovery against the LESSEE, its subtenants, and the agents and employees of the LESSEE for any loss or damage to the property of the LESSOR located on the Premises or compromising a part thereof, resulting from fire or other causes which are normally covered by fire and extended coverage insurance regardless of whether the loss or damage is due to negligence or otherwise. The LESSEE waives all rights of recovery against the LESSOR, its subtenants, and the agents and employees of the LESSOR, for loss or damage to the to property of the LESSEE located on the Premises, resulting from fire and other losses which are normally covered by fire or extended coverage insurance and regardless of whether the loss or damage is due to negligence or otherwise. The LESSOR shall in no event be liable for any loss or damage by fire or any other cause coverable by fire and extended coverage insurance irrespective of the cause thereof.

15. **LESSEE'S SIGNAGE:** LESSEE shall have the right to construct and maintain such signs reasonably necessary to conduct the LESSEE'S business. The LESSEE agrees to keep the signs erected, placed and maintained by LESSEE on the Premises in good state of repair and to save the LESSOR harmless from any loss, cost, or damage resulting from the erection, maintenance, existence, or removal of any of its signs. The LESSEE shall not erect, place or maintain any sign on the Premises in violation of any law or ordinance or rule of any governmental agency.

16. **NOTICE:** Any notice from the LESSOR to the LESSEE relating to the Premises or to the occupancy thereof, must be in writing and shall be deemed duly served, hand-delivered or mailed to the LESSEE at Room 768, Chicago Union Station, 210 South Canal, Chicago Illinois 60606, (Attention: Real Estate Department) by registered or certified mail, return receipt requested, postage prepaid. Any notice from the LESSEE to the LESSOR relating to the Premises or to the occupancy thereof, must be in writing and shall be deemed duly served, if hand-delivered or mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 200 Forrest Street, Post Office Box 1898, Hattiesburg, Mississippi 39403-1898. All notices shall be deemed received by the party to whom such notice is addressed on the day of hand delivery or three (3) business days after mailing.

17. **SURRENDER:** The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the Premises. LESSEE shall deliver to the LESSOR the Premises and all alterations and additions made to or upon the Premises, in the same conditions as they are at the commencement of the term, or as they were put in during the term hereof, reasonable wear, tear, condemnation and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property at LESSEE'S expense, within thirty (30) days of expiration or termination hereof, LESSOR may retain same under LESSOR'S control or sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder.

18. **RENEWAL OPTION:** It is understood and agreed that LESSEE shall have the option to renew this lease for an additional five (5) year term. LESSEE shall notify LESSOR of its intention to renew this lease at least six (6) months prior to the expiration date of the initial term or any renewal term. Any extension of this lease shall be under the same terms and conditions as this lease.

19. **DEFAULT:** If either party shall fail to perform its obligations hereunder and such failure shall continue for more than thirty (30) days after receipt of written notice from the other party identifying the failure (including the applicable section hereof), such continuing failure shall constitute a default under this Lease and the non-defaulting party may pursue any and all remedies available at law or in equity or may terminate this Lease immediately.

20. **ENTIRE AGREEMENT:** This Lease contains all of the agreements and conditions made between the parties with respect to the issues addressed herein, and may not be modified orally or in any other manner than by agreement in writing signed by all parties hereto.

21. **PARTIAL INVALIDITY:** The invalidity of any provisions of this Lease by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

22. **NO WAIVER:** No failure of a party to exercise and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any right or remedy granted hereunder. TO be valid, any waiver shall be in writing and signed by the party waiving its rights,

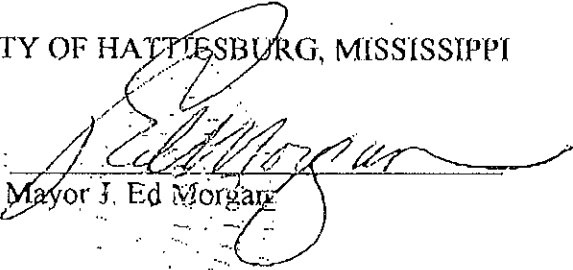
and no waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 8th day of February, 2000.

LESSOR:

CITY OF HATTIESBURG, MISSISSIPPI

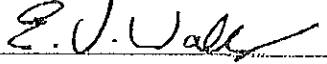
By:


Mayor J. Ed Morgan

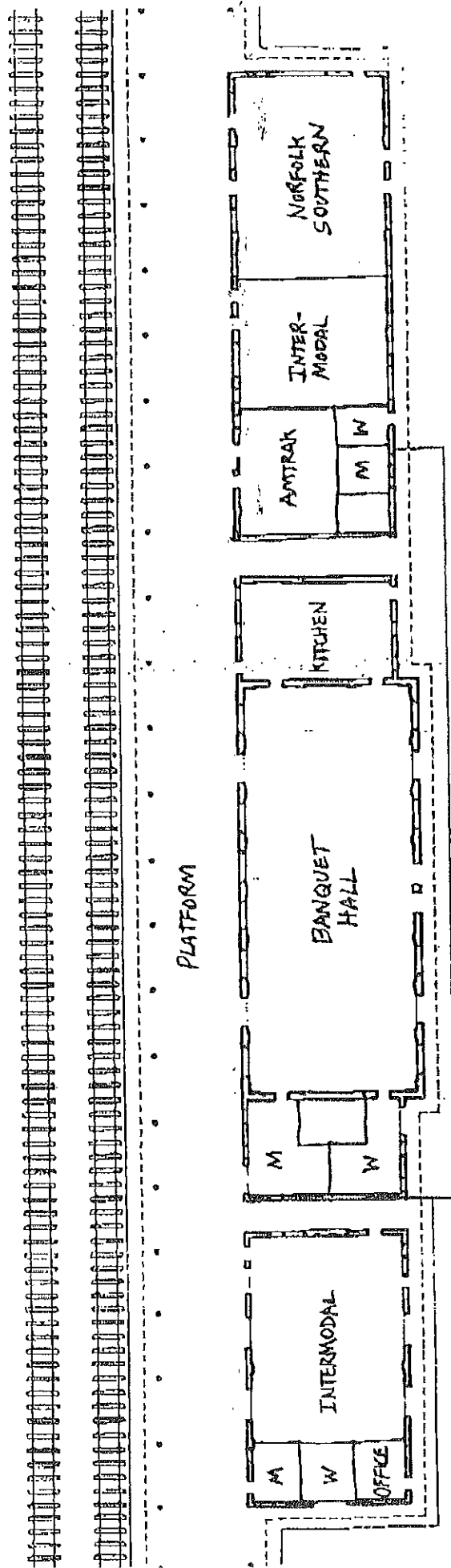
LESSEE:

NATIONAL RAILROAD
PASSENGER CORPORATION

By:


Title:

train depot contract



⊗ FLOOR PLAN

FIRST AMENDMENT TO COMMERCIAL LEASE
(Hattiesburg, MS)

This First Amendment to Commercial Lease ("First Amendment") made this ____ day of _____, 2014 by and between the City of Hattiesburg, Mississippi ("Lessor") and National Railroad Passenger Corporation, ("Lessee").

BACKGROUND

A. Lessor and Lessee entered into a commercial lease dated February 8, 2000 ("Lease"), pursuant to which Lessor leased certain premises in Lessor's train station located at 308 Newman Street, Hattiesburg, Mississippi 39401 to Lessee, commonly known as the "Hattiesburg Railroad Depot" ("Depot").

B. Lessor and Lessee desire, inter alia, to modify the "Term" of the Lease (as those terms are defined in the Lease).

C. All capitalized terms not defined herein shall have the same meaning as in the Lease.

NOW, THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties here to intending to be legally bound hereby agree as follows:

1. The effective date of this First Amendment shall be February 1, 2015 ("Effective Date").

2. Section 3 of the Lease is hereby amended by adding the following paragraph at the end of that section:

"Effective as of February 1, 2015 the Term shall be extended for ten (10) years and, unless terminated sooner pursuant to the terms of the Lease, shall terminate on January 31, 2025 ("First Extended Term")."

3. Section 16 of the Lease is hereby amended by deleting the notice address for Lessee and replacing it with the following:

"AMTRAK
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Assistant Vice President
Real Estate Development"

4. Except as expressly amended hereby, the Lease shall continue in full force and effect in accordance with the terms and conditions thereof.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this First Amendment.

Witness:

LESSOR:
CITY OF HATTIESBURG

BY: _____
Name:
Title:

LESSEE:
NATIONAL RAILROAD PASSENGER CORPORATION

BY: B. Looloian
Name: Bruce Looloian
Title: Assistant Vice President
Real Estate Development

FIRST AMENDMENT TO COMMERCIAL LEASE
(Hattiesburg, MS)

This First Amendment to Commercial Lease ("First Amendment") made this 7th day of October, 2014 by and between the City of Hattiesburg, Mississippi ("Lessor") and National Railroad Passenger Corporation, ("Lessee").

BACKGROUND

A. Lessor and Lessee entered into a commercial lease dated February 8, 2000 ("Lease"), pursuant to which Lessor leased certain premises in Lessor's train station located at 308 Newman Street, Hattiesburg, Mississippi 39401 to Lessee, commonly known as the "Hattiesburg Railroad Depot" ("Depot").

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Attn: Assistant Vice President
Real Estate Development"

4. Except as expressly amended hereby, the Lease shall continue in full force and effect in accordance with the terms and conditions thereof.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this First Amendment.

Witness:

Sharon White

LESSOR:
CITY OF HATTIESBURG

BY:

Johnny L. DuFree

Name: Johnny L. DuFree
Title: Mayor

LESSEE:
NATIONAL RAILROAD PASSENGER CORPORATION

BY:

B. Looloian

Name: Bruce Looloian
Title: Assistant Vice President
Real Estate Development

**NATIONAL RAILROAD PASSENGER CORPORATION
COMMERCIAL LEASE**

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2. **PREMISES:** LESSOR hereby leases the premises as shown and highlighted on the attached Exhibit A, attached hereto (the "Premises"), and the non-exclusive use in common, with other of all common areas associated with the Premises.
3. **TERM:** This Lease shall commence and be in full force and effect upon LESSOR'S acquisition of title to the Hattiesburg Railroad Depot which includes the Premises, and shall terminate January 31, 2010. Notwithstanding the preceding sentence, if LESSOR has not acquired the Hattiesburg Railroad Depot by June 30, 2000, LESSEE may cancel this lease with not further liability to LESSOR.
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5. **CLARIFICATION:** The LESSEE shall use the Premises only for the purpose of a passenger waiting room for use in conjunction with LESSEE'S railroad operations and such uses reasonably related to passenger service.
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11. **QUIET ENJOYMENT:** LESSOR agrees that neither LESSOR nor anyone claiming by, through or under LESSOR will interfere with LESSEE'S quiet and peaceful enjoyment of the Premises, or of that of LESSEES' employees, agents, patrons and invitees.

12. **UTILITIES:** LESSOR shall pay electricity, gas, water and sanitation charges, and any other utility expenses associated with LESSEE'S use of the Premises.

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16. **NOTICE:** Any notice from the LESSOR to the LESSEE relating to the Premises or to the occupancy thereof, must be in writing and shall be deemed duly served, hand-delivered or mailed to the LESSEE at Room 768, Chicago Union Station, 210 South Canal, Chicago Illinois 60606, (Attention: Real Estate Department) by registered or certified mail, return receipt requested, postage prepaid. Any notice from the LESSEE to the LESSOR relating to the Premises or to the occupancy thereof, must be in writing and shall be deemed duly served, if hand-delivered or mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 200 Forrest Street, Post Office Box 1898, Hattiesburg, Mississippi 39403-1898. All notices shall be deemed received by the party to whom such notice is addressed on the day of hand delivery or three (3) business days after mailing.

17. **SURRENDER:** The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the Premises. LESSEE shall deliver to the LESSOR the Premises and all alterations and additions made to or upon the Premises, in the same conditions as they are at the commencement of the term, or as they were put in during the term hereof, reasonable wear, tear, condemnation and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property at LESSEE'S expense, within thirty (30) days of expiration or termination hereof, LESSOR may retain same under LESSOR'S control or sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder.

18. **RENEWAL OPTION:** It is understood and agreed that LESSEE shall have the option to renew this lease for an additional five (5) year term. LESSEE shall notify LESSOR of its intention to renew this lease at least six (6) months prior to the expiration date of the initial term or any renewal term. Any extension of this lease shall be under the same terms and conditions as this lease.

19. **DEFAULT:** If either party shall fail to perform its obligations hereunder and such failure shall continue for more than thirty (30) days after receipt of written notice from the other party identifying the failure (including the applicable section hereof), such continuing failure shall constitute a default under this Lease and the non-defaulting party may pursue any and all remedies available at law or in equity or may terminate this Lease immediately.

20. **ENTIRE AGREEMENT:** This Lease contains all of the agreements and conditions made between the parties with respect to the issues addressed herein, and may not be modified orally or in any other manner than by agreement in writing signed by all parties hereto.

21. **PARTIAL INVALIDITY:** The invalidity of any provisions of this Lease by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

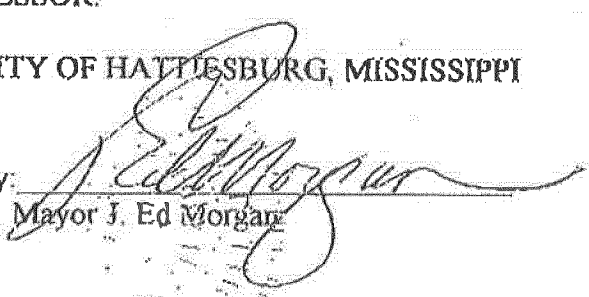
22. **NO WAIVER:** No failure of a party to exercise and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any right or remedy granted hereunder. TO be valid, any waiver shall be in writing and signed by the party waiving its rights,

and no waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 8th day of February, 2000.

LESSOR:

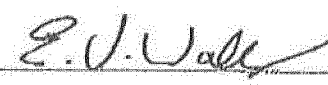
CITY OF HATTIESBURG, MISSISSIPPI

By: 

Mayor J. Ed Morgan

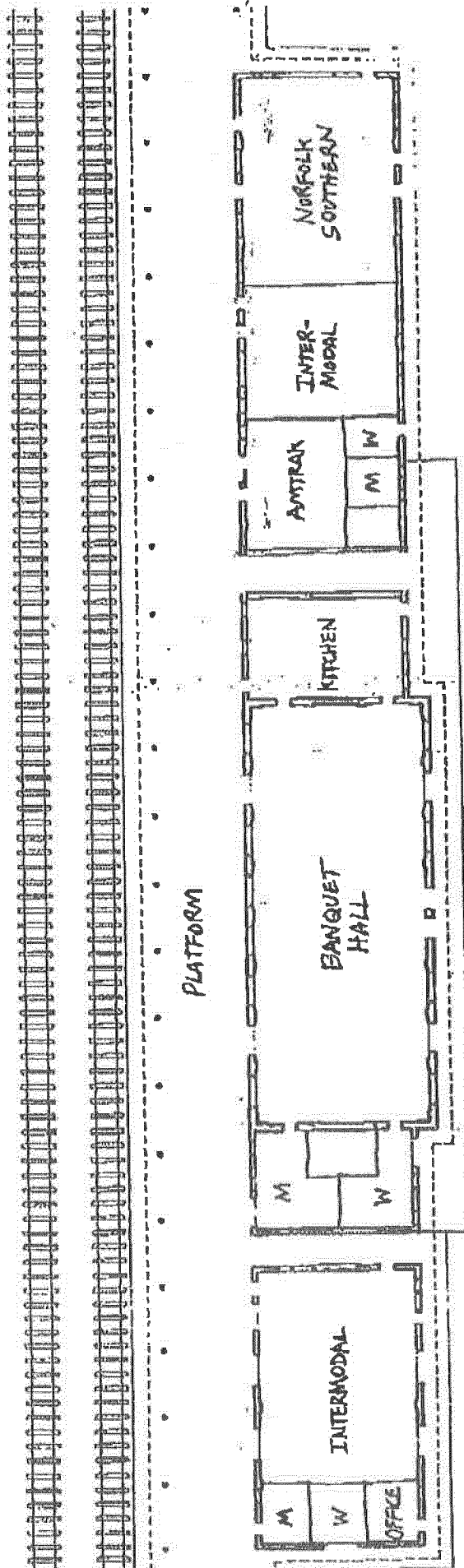
LESSEE:

NATIONAL RAILROAD
PASSENGER CORPORATION

By: 

Title:

train depot contract



⊗ FLOOR PLAN



City of Hattiesburg, MS

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

Master

File Number: 2014-1434

File ID: 2014-1434

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/01/2014

Brief Title: Warranty Deed - Southern Pines Animal Shelter

Final Action: 10/07/2014

Minute Book Number: MB2014-303-304

Title:

Authorize execution of warranty deed conveying certain property in Forrest County (as described in attached legal description) to Southern Pines Animal Shelter.

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg - Southern Pines WARRANTY DEED, executed City of Hattiesburg - Southern Pines WARRANTY DEED

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize execution of warranty deed conveying certain property in Forrest County (as described in attached legal description) to Southern Pines Animal Shelter.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1434

Title

Authorize execution of warranty deed conveying certain property in Forrest County (as described in attached legal description) to Southern Pines Animal Shelter.

Summary

Warranty Deed-Southern Pines Animal Shelter

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by:
Carey R. Varnado (M8#6593)
Montague Pittman & Varnado, PA
P.O. Drawer 1975
Hattiesburg, MS 39403-1975
(601) 544-1234

Return to:
Carey R. Varnado (M8#6593)
Montague Pittman & Varnado, PA
P.O. Drawer
1975
Hattiesburg,
MS 39403-1975
(601) 544-1234

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I

THE CITY OF HATTIESBURG, MISSISSIPPI

200 Forrest Street
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4500

do hereby bargain, sell, convey, and warrant unto

SOUTHERN PINES ANIMAL SHELTER

3901 N. 31st Avenue
P.O. Box 18674
Hattiesburg, MS 39404
(601) 544-5678

as joint tenants with right of survivorship, and not as tenants in common, the following described property situated in Forrest County, State of Mississippi, to-wit:

(See Exhibit "A" - Legal Description Attached Hereto on Page 3)

Index Instructions: NE 1/4 of the SE 1/4 of S-31, T-5 North, R-13 West, Forrest County, Mississippi

Subject to any and all public road rights-of-way and/or easements of record and subject to any and all rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, utility power lines, pipelines, recorded servitudes or easements and matters not of record which would be disclosed by an accurate survey and inspection of the subject real property and easements and other uses of the subject real property not visible from the surface.

This conveyance is hereby subject to prior reservations of oil, gas, and other minerals by former owners, except that pursuant to Statute the City of Hattiesburg reserves any and all oil, gas, and minerals not previously reserved.

This conveyance is hereby made specifically subject to all valid and subsisting oil, gas and mineral leases, as well as subject to all valid and subsisting mineral and/or royalty conveyances, exceptions and/or reservations now of record in Forrest County, Mississippi, affecting the above-described lands, or any part or parcels thereof.

2014 and subsequent years' ad valorem taxes for the subject property shall be the sole responsibility of the Grantees.

WITNESS MY SIGNATURE this the _____ day of _____, 2014.

THE CITY OF HATTIESBURG, Grantor

BY:

JOHNNY L. DUPREE, Mayor

SOUTHERN PINE ANIMAL SHELTER, GRANTEE

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2014, within my jurisdiction, the within named, JOHNNY L. DUPREE, MAYOR, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein stated, as the act and deed of The City of Hattiesburg who being first authorized to do so.

Given under my hand and official seal on this the _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, ~~2014~~ within my jurisdiction, the within named, SOUTHERN PINES ANIMAL SHELTER, who acknowledged that he/she executed and delivered the above and foregoing instrument on the day and year therein stated, as his/her own act and deed.

Given under my hand and official seal on this the _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

EXHIBIT "A" -LEGAL DESCRIPTION

A parcel of land located in the NEY. of the SEY. of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at a found iron pin at the NW corner of the NWY. of the SEY. of said Section 31;thence run SOUTH for 354.87 feet; thence run EAST for 1348.69 feet to a set iron pin on the east margin of North Thirty First Avenue, said point also being the POINT OF BEGINNING; thence run N89°42'18"E for 343.92 feet to a set iron pin; thence run S00°21'24"W for 380.00 feet to a set iron pin;thence run S89°42'18"W for 343.92 feet to a set iron pin on the east margin of North Thirty First Avenue; thence run N00°21'24"E for 380.00 feet back to the POINT OF BEGINNING; Said parcel contains 3.000 acres more or less

Prepared by:
Carey R. Varnado (M8#6593)
Montague Pittman & Varnado, PA
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Hattiesburg, MS 39403-1975
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Carey R. Varnado (M8#6593)
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Hattiesburg,
MS 39403-1975
(601) 544-1234

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I

THE CITY OF HATTIESBURG, MISSISSIPPI

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do hereby bargain, sell, convey, and warrant unto

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Subject to any and all public road rights-of-way and/or easements of record and subject to any and all rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, utility power lines, pipelines, recorded servitudes or easements and matters not of record which would be disclosed by an accurate survey and inspection of the subject real property and easements and other uses of the subject real property not visible from the surface.

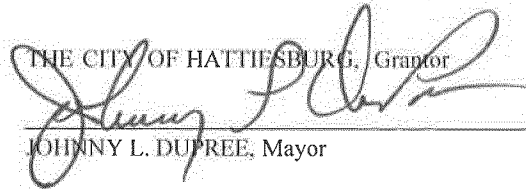
This conveyance is hereby subject to prior reservations of oil, gas, and other minerals by former owners, except that pursuant to Statute the City of Hattiesburg reserves any and all oil, gas, and minerals not previously reserved.

This conveyance is hereby made specifically subject to all valid and subsisting oil, gas and mineral leases, as well as subject to all valid and subsisting mineral and/or royalty conveyances, exceptions and/or reservations now of record in Forrest County, Mississippi, affecting the above-described lands, or any part or parcels thereof.

2014 and subsequent years' ad valorem taxes for the subject property shall be the sole responsibility of the Grantees.

WITNESS MY SIGNATURE this the 7th day of October 2014.

BY:

THE CITY OF HATTIESBURG, Grantor

JOHNNY L. DUPREE, Mayor

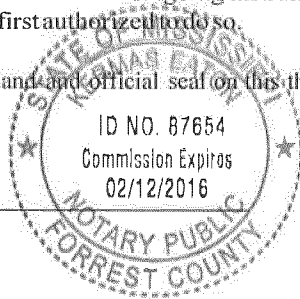
SOUTHERN PINE ANIMAL SHELTER, GRANTEE

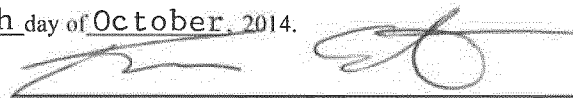
STATE OF MISSISSIPPI
COUNTY OF FORREST

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Given under my hand and official seal on this the 7th day of October, 2014.

My Commission Expires: _____




Notary Public

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, ~~2014~~ within my jurisdiction, the within named, SOUTHERN PINES ANIMAL SHELTER, who acknowledged that he/she executed and delivered the above and foregoing instrument on the day and year therein stated, as his/her own act and deed.

Given under my hand and official seal on this the _____ day of _____, 2014.

My Commission Expires: _____

Notary Public

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A parcel of land located in the NEY. of the SEY. of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

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Said parcel contains 3.000 acres more or less



City of Hattiesburg, MS

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

Master

File Number: 2014-1426

File ID: 2014-1426

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 09/30/2014

Brief Title: CDBG Emergency Repair Subrecipient - Breakthrough
Community Services

Final Action: 10/07/2014

Minute Book Number: MB2014-304

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. {Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: 2014 BCS EMERGENCY Repair Subrecipient,
executed 2014 BCS EMERGENCY Repair
Subrecipient

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor 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. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1426

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. {Entitlements}

Summary

CDBG Emergency Repair Subrecipient - Breakthrough Community Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the “AGREEMENT”), is made and entered into this 7th day of October, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the “Grantee”), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the “Subrecipient”), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed **\$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of \$50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg’s CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 30th day of September 2015, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City’s Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient’s use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of \$500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to \$10,000 per project for associated expenses, including a flat fee of \$500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	October 7, 2014 – September 30, 2015
Completion of 1 st Emergency Repair	December 1, 2014
Completion of 2 nd Emergency Repair	February 1, 2015
Completion of 3 rd Emergency Repair	April 1, 2015

Completion of 4 th Emergency Repair	June 1, 2015
Completion of 5 th Emergency Repair	August 1, 2014
Completion & Submission of Final Report	September 15, 2015

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of October, 2014, and end on the 30th day, September, 2015. 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	\$500.00	\$500.00	\$2,500.00
Materials & Contractors	\$4,500.00	\$9,500.00	\$47,500.00
Total Costs	\$5,000.00	\$10,000.00	\$50,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a

timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Warren Carter, Executive Director 1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the \$10,000 cap per unit or the \$50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in

accordance with subcontracting and procurement requirements contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. **GENERAL CONDITIONS**

A. **General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **“Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. **Liability and Hold Harmless**

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A

above may only be undertaken with 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 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: _____
City Clerk

Attest: _____

Date: _____

Date: _____

Attachment to CDBG Emergency Repair Agreement Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

Identify potential applicant

- See the attached “Case Management” document for additional details.

Confirm clear ownership of home by current resident(s).

- If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.

Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)

An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the \$10,000 limitation.

- Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
- Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.

Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.

Complete the full application including the gathering of all income verification.

- See the attached “Case Management” document for additional details.

Turn in the full application and all related information to HC.

Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.

If the write-up warrants lead and/or asbestos testing, HI will order the tests.

Environmental Clearance – at this point in the process, nothing further can happen until the City’s environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).

The subrecipient can procure a contractor (NOT before the environmental clearance is attained)

A Homeowner Agreement will go before the City Council for approval

The Homeowner and contractor/subrecipient will sign agreements

If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.

HC will issue a Notice to Proceed.

The subrecipient/contractor should acquire the necessary permit(s).

The contractor can begin work.

HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.

Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.

Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.

Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic data Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
EMERGENCY REPAIR PROGRAM (HOUSING)
BREAKTHROUGH COMMUNITY SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of October, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed **\$10,000.00 per project for a minimum of five (5) projects, and not to exceed a total amount of \$50,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 30th day of September 2015, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible emergency repairs for eligible applicants, as well as a payment of \$500.00 per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its

mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to \$10,000 per project for associated expenses, including a flat fee of \$500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Emergency repairs to single-family owner-occupied homes within the city limits	October 7, 2014 – September 30, 2015
Completion of 1 st Emergency Repair	December 1, 2014
Completion of 2 nd Emergency Repair	February 1, 2015
Completion of 3 rd Emergency Repair	April 1, 2015

Completion of 4 th Emergency Repair	June 1, 2015
Completion of 5 th Emergency Repair	August 1, 2014
Completion & Submission of Final Report	September 15, 2015

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of October, 2014, and end on the 30th day, September, 2015. 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	\$500.00	\$500.00	\$2,500.00
Materials & Contractors	\$4,500.00	\$9,500.00	\$47,500.00
Total Costs	\$5,000.00	\$10,000.00	\$50,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a

timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00 per project**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Breakthrough Community Services
City of Hattiesburg Federal & State Programs Director CDBG 601-545-4590 601-554-1006	Warren Carter, Executive Director 1313 Country Club Road Hattiesburg, MS 39401 Phone: (601) 582-3475 Fax:

VI. SPECIAL CONDITIONS

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the \$10,000 cap per unit or the \$50,000 cap for the gross amount of the agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing Program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in

accordance with subcontracting and procurement requirements contained herein. The Subrecipient may only use city-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

VII. **GENERAL CONDITIONS**

A. **General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **"Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. **Liability and Hold Harmless**

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Subrecipient shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A

above may only be undertaken with 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 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

I. 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.

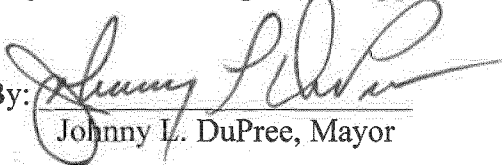
XII. SEVERABILITY

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

By: 
Johnny L. DuPree, Mayor

Date: 10-7-14

Attest: 
City Clerk

Date: 10-7-14

**Breakthrough Community
Services**

By: 
Warren Carter

Date: 10-7-14

Attest: 

Date: 10-7-14

Attachment to CDBG Emergency Repair Agreement Step-by-Step Process Guide

Abbreviations: HI – Housing Inspector (Randy Jordan)
HC – Housing Coordinator (Kevin Jordan)
GA – Governmental Accountant (Andrew Ellard)

- Identify potential applicant
 - See the attached “Case Management” document for additional details.
- Confirm clear ownership of home by current resident(s).
 - If property was purchased by tax sale and/or as heir property, the deed/title must be quieted and confirmed.
- Confirm taxes are up to date (if not, they will need to bring them current at some point before a Homeowner Agreement is established)
- An abbreviated assessment of the emergency repair that is needed – this is not necessarily a full work write up, but just a quick assessment to determine whether or not the emergencies can be addressed within the \$10,000 limitation.
 - Emergency Repairs address only major home systems: structural, electrical, roofing, plumbing.
 - Pictures of the house should be taken for the file. Pictures should include at a minimum several angles of the exterior (even if no exterior work is to be done), and pictures of any potential work areas on the interior to substantiate the need and document the file.
- Turn in abbreviated write up and pictures to HI and GA – this step is optional, but may help speed up the process of getting the environmental review completed.
- Complete the full application including the gathering of all income verification.
 - See the attached “Case Management” document for additional details.
- Turn in the full application and all related information to HC.
- Schedule a site visit with HI. The purpose of this visit will be to complete an official work write up. Subrecipient staff should complete the write up with a proposed budget, and turn in to HI for review. If pictures were not already supplied, they should be turned in at this time. If any edits, additions, etc. are necessary, HI will notify.
- If the write-up warrants lead and/or asbestos testing, HI will order the tests.
- Environmental Clearance – at this point in the process, nothing further can happen until the City’s environmental review is complete. This may require results of lead/asbestos tests, approval from MDAH, and/or public notification (worst-case scenario).
- The subrecipient can procure a contractor (NOT before the environmental clearance is attained)
- A Homeowner Agreement will go before the City Council for approval
- The Homeowner and contractor/subrecipient will sign agreements
- If lead and/or asbestos abatement is required, the City will coordinate with the homeowner and order the abatement.
- HC will issue a Notice to Proceed.
- The subrecipient/contractor should acquire the necessary permit(s).
- The contractor can begin work.
- HI should be notified when the contractor begins work, and should be notified before any scheduled inspection by building/land code.
- Requests for funds are on a reimbursement basis. Along with request from Subrecipient, include invoice(s) from contractors.

- No work or change order is authorized unless HI has seen and verified the need, and has authorized the work. If work is done outside what is approved, Subrecipient will be responsible for the cost.
- Reimbursement can only be made on requests when HI has verified that work is done to code or specifications.
- Any work done, material purchased, or cost incurred prior to environmental clearance AND a homeowner agreement is NOT eligible for reimbursement.

Case Management

- This program is for **Verified Homeowners ONLY!** (Homeowners must have owned and lived in the home for at least one (1) year!)
- Race and Ethnic data Reporting Form needs to be completed by YOU (Case Management)
- Program assistance is not available to employees or relatives of the City of Hattiesburg
- **ALL ORIGINAL DOCUMENTS MUST BE SUBMITTED** to the City of Hattiesburg Community Development office for the program files (Applications, Check Lists, Supporting Documents, Notarized Documents, **Verifications (MUST BE SUBMITTED TO AND COMPLETED BY THE VERIFYING AGENCY AND RETURNED TO YOU!)**, etc. - per HUD guidelines) **NO COPIES!**
- **Homeowners should only submit copies of personal documents** they should hold on to (such as: Social Security Cards, Drivers Licenses, Deeds, Tax Receipts, etc.) the Community Development Office is not responsible for personal documents
- **Documents needing to be notarized must be completed and submitted with the Housing Assistance Application Packet** (Memorandum of Understanding, Unemployment Certification – full page or bottom half, whatever is applicable)
- **All forms should be completed** even if it is just with N/A (exception: only Verification Forms that apply must be completed; others can be discarded)
- **It is very important that ALL household income is reported** – if unreported income is discovered later the Homeowner may be required to repay any and/or all grants funds expended and legal fees associated with securing repayment to the City of Hattiesburg

***Please interview homeowners before having them complete an application. You should know that they fit the program before giving them an application! This will save a lot of time and frustration for the homeowners!



City of Hattiesburg, MS

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

Master

File Number: 2014-1350

File ID: 2014-1350

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 08/28/2014

Brief Title: Approve Task Order #7 with Neel-Schaffer, Inc.

Final Action: 10/07/2014

Minute Book Number: MB2014-251-254, MB

Title:

Take from the Table and Approve Task Order #7 with Neel-Schaffer, Inc. for preliminary engineering services related to the design and construction of a new wastewater treatment facility to replace the existing South Lagoon Wastewater Treatment Plant; Authorize Mayor to execute in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: NSI Task Order No 7, executed NSI Task Order No 7

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/02/2014	Table				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to TABLE to Approve Task Order #7 with Neel-Schaffer, Inc. for preliminary engineering services related to the design and construction of a new wastewater treatment facility to replace the existing South Lagoon Wastewater Treatment Plant; Authorize Mayor to execute in duplicate.

Council President Bradley asked Nathan Husman of Neel-Schaffer to explain the difference between this task order and the one that was tabled two weeks ago.

Mr. Husman said that it became clear during negotiations for the last four months that there were concerns as to what this contract will look like. He said Hattiesburg Resource Group listened to concerns and made a decision to whittle the agreement down and make the task order specific to the preliminary engineering and process selection. He said final design will be looked at after the [preliminary design and process selection is complete]. He said this is a Neel-Schaffer task order under an existing continuing service agreement, because the company's role within HRG was focusing on process selection and process design; Mr. Husman said this [task order] is for just the preliminary engineering as well as those services needed to support that.

He said specific plans include looking at an influent testing program to get a true snapshot of what is coming into the south lagoon. He said that as USA Yeast comes online, those parameters will change and Neel-Schaffer wants to be able to capture and monitor that routinely. Mr. Husman said with new information that could change the process design and process selection, Neel-Schaffer will be able to shrink unit basins down and will be able to realize that before [the company] actually starts the preliminary engineering. He said process selection and the interim design report is [planned to be complete] by the end of this calendar year, allowing [Neel-Schaffer] to provide all the information to the city to go through the selections and choose the process that is right for the city. He said this is not an engineering decision but rather a decision for the owner, as the city will operate this facility. He said that once [the process is selected], [Neel-Schaffer] will kick off the true preliminary engineering, drawings and calculations, which he estimated will take nine months.

Council member Delgado stated that [the task order] is an 18-page document and she was expecting some conferences or extended explanations of the document and a little bit better picture of what the relationship will be. She said she is at a loss and commented that there was a meeting regarding the previous task order.

Mr. Husman said that [for this task order], [Neel-Schaffer] took the previous HRG task order and removed anything not related to preliminary engineering ; he said this document essentially has the preliminary engineering tasks from that original HRG task order with everything else removed.

Council President Bradley asked for more details on what has to be done before [discussions on construction] can begin.

Mr. Husman said that during and after the influent testing program, [Neel-Schaffer] will do process review to provide a tabulation of all suitable processes for [the city's] situation. He said typically [the processes] will be activated sludge for a full mechanical plant and biological polishing for ammonia nitrogen removal. He said [the process review] will allow [the city] to see from a capital costs perspective and from an operations and maintenance costs perspective as an annual operations cost, and flip them head to head to see what the city's investment will be. He said a geotechnical investigation will be needed if [the city] uses the existing lagoon cell 4 to construct the facility to make sure any costs associated with the foundation requirements are captured. Also, he said, surrounding sites will be evaluated to see if there are more economical solutions to the city to avoid going into the existing cell 4. Mr. Husman said the goal is to provide as much economy [as possible] the city makes its decision.

Mr. Husman said [Neel-Schaffer] needs to provide a minimal level of survey to use for process selection and layout to look at the plant. He said the survey will allow [Neel-Schaffer] to capture any available property [the city] has and to look at surrounding properties to know how many acres will be needed to complete the project. He said [Neel-Schaffer] wants to complete an SRF facilities plan application to keep the [city] in line to take advantage of the state's 1.75 percent loan program; he

said [the application] does not obligate the city but [maintains its] eligibility for that funding for next year.

Mr. Husman discussed developing a model DBO (Disadvantaged Business Organization) program for consideration in the construction process and said [Neel-Schaffer] will look at what has worked in other communities and bring ideas back for consideration. He said the company also will look at a project delivery memorandum and retain specialized legal counsel to provide a review of what state bid laws require and a pro-con table for design/build, design/bid/build and design/build/operate. He said there are hybrids of all, but that the legal aspect is most important so [the city] will know when to seek legislative approval.

Council member Delgado stated that in a previous conversation, she had been advised that the state had only one design/build/operate project, that it was done by MDOT and [the city's] chances of doing it were very unlikely.

Mr. Husman said that the state legislature and state bid laws only allow MDOT to do design build. He said MDOT has been authorized for three such projects and [Neel-Schaffer] has worked on most if not all. He said the company has good experience with MDOT and has worked on design/ build and design/build/operate projects on water plants in other states. He said [Neel-Schaffer] wants to talk to counterparts in other states, look at the literature and bring examples back to show the pros and cons of doing design/build and design/bid/build; Mr. Husman stated that all of these delivery options have advantages and drawbacks and that he wants [the city] to be fully informed.

Council member Delgado asked if Neel-Schaffer participated in the plant in McComb and partnered with Severn Trent; Mr. Husman said [the McComb plant] was a Neel Schaffer design and that Severn Trent was selected by the city (of McComb) to be the operator. He said Neel-Schaffer assisted [McComb] with the RFQ process and worked with Severn Trent on the completion of construction and initiation of operations.

Council member Dryden asked if the Council went through this process before; Council President Bradley replied in the negative and said this item has not come before the Council previously.

Council member Naylor asked if [the city] has held any kind of public forum or public hearing on this item; the Council clerk replied in the negative.

Council member Dryden said that before she got on the Council, there was a vote to select land application; she asked if before that was done, the Council had been through the process that Mr. Husman described. Council President Bradley responded in the affirmative and said [this] is a condensed version of what [was done] in 2010-11. Council member Dryden asked if [the new task order] is [being done] to see what most current [practices] are; Mr. Husman replied in the affirmative. He said an abbreviated version of process selection was done when nutrient studies were conducted in 2011 and that this will allow [Neel-Schaffer] to evaluate any additional technologies. He said other technologies have been brought to light from the city's standpoint. He said [Neel-Schaffer] also will conduct full process modeling of those, going to the next step of what was done in 2011. He stated that this will allow more accurate cost estimations.

Council President Bradley stated that perhaps the most driving change is that [deadlines] have been pushed back for total nitrogen, total ammonia and other limits that in 2011 were thought to be coming soon. He said the city's standing in the state today and whether MDEQ looks at any further ratcheting down of those numbers will change [the city's] thought process. Mr. Husman agreed and said the basis for recommendations made in 2011 has changed drastically; he said in 2011 [the city] had a very dark cloud hanging over its head from MDEQ with implementation of the American nutrient criteria but now MDEQ has backed off, which changes how these processes are evaluated, the cost to the city and the ultimate selection as to the type of plant that will be built.

Council President Bradley stated that [the city] is running behind and needs to stay within the timeline.

Following discussion, the Motion to Table failed, receiving a tie vote of the Council as follows:

Yeas: 2 - Delgado and Naylor

Nays: 2 - Bradley and Dryden

Absent: 1 - Carroll

At Attorney Lawrence's suggestion, Council President Bradley asked for a recall of the vote.

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

Yeas: 4 - Delgado, Bradley, Dryden and Naylor

Nays: 0

Absent: 1 - Carroll

Yea: 4 Council Member Bradley
 Council Member Delgado
 Council Member Dryden
 Council Member Naylor

TEL-No Vote: 0

2 City Council

10/07/2014 Approve

Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Take from the Table and Approve Task Order #7 with Neel-Schaffer, Inc. for preliminary engineering services related to the design and construction of a new wastewater treatment facility to replace the existing South Lagoon Wastewater Treatment Plant; Authorize Mayor to execute in duplicate.

Council member Dryden said she wants to clarify that the agenda is to vet different possibilities so that there is an engineer who specializes in wastewater to [assist] with [information] presented to the Council.

Council member Delgado said she did not know that this is a contract to vet.

Nathan Husman of Neel-Schaffer responded to Council member Dryden in the affirmative. He said the way the contract is structured, there will be a preliminary process selection, during which [Neel-Schaffer] will review all processes that in [the company's] experience will meet the city's long-term need and all processes the city wants to be included; he said [the company] will bring forward its recommendations and the city can decide the direction it wants [to follow]. Mr. Husman stated that Neel-Schaffer will not start design until the city determines the process it wants to use.

Council member Delgado said this is a contract truly to vet and not to do anything; Mr. Husman said this is a contract to design a new plant, but in order to do that [design], [Neel-Schaffer] must go through process selection and develop a process design memorandum. He said the memorandum kick starts the technical engineering; but that [Neel-Schaffer] cannot start going through that process until the city accepts a recommendation or evaluation that is brought forward. Mr. Husman said that starting the engineering process before [city] approval would be at Neel-Schaffer's risk.

Council member Carroll said that in approving this [agenda item], [the city] is not limiting itself and will have the ability to go with a better or less expensive [process], even utilizing Neel-Schaffer's services as a consultant. Mr. Husman said [Neel-Schaffer] will meet with anybody who approaches the city and will bring forward recommendations on whether that [proposal] meets the city's long-term needs. Council member Carroll stated that either party can nullify [the task order] at any time and should that happen, the city would owe Neel-Schaffer only for work it has done; Mr. Husman said that only the city can cancel the task order.

Mayor DuPree asked, for clarification, if Neel Schaffer will give the city a recommendation regarding the new permit and nutrient levels; Mr. Husman replied in the affirmative and said the city will apply for a new permit very soon. He said [Neel-Schaffer] will work to fast-track that [application] because the information is needed for the company's review [of processes] and ultimately for its recommendations [to the city].

Council member Carroll stated that, based on the time frame and constraints, approving this contract is what [the city] needs; he said there are enough safeguards to assure citizens that [the city] can use the best program [available].

Council President Bradley said 18 months of work must be done in 11 months and that penalties will begin in December of next year.

Council member Dryden said the banking community is predicting that interest rates will go up the middle of next year; she said [the city] does not need to waste any more time.

Mr. Husman added that one of [Neel-Schaffer's] tasks is to continue with the SRF process so that the city stays in line for that program with the state for a 1.75 percent interest rate; he said the city is in line for that program but not obligated to take the money.

Council Vice President Naylor asked Mayor DuPree if he supports the Council moving forward with this [task order]; the Mayor said that from his perspective [the city] does need to do something to move forward because the clock is ticking. He said [Neel-Schaffer] is looking at everything from clarifiers to rural accounts and that is what [the company] is charged to do. He said he talked to Nathan [Husman] and Mr. Neel and hopes they follow through with everything they talked about and

agreed upon; he said if that is the case, then [he would be in support]. Council Vice President Naylor asked the Mayor again if he is in support of [the Council] moving forward on [the task order]; Mayor DuPree stated that he would, as long as the agreement is followed to the letter of the law. Council Vice President Naylor stated that he wants to feel certain that [the Mayor] is in support of moving forward with Neel-Schaffer overseeing the project for the best interest of the city; Mayor DuPree said he has talked with Nathan [Husman] and Mr. Neel about the program and the process, and as long as they agree to follow what the contract says, he would have to be in support. Council Vice President Naylor said there were specific concerns about a community benefit package and asked the Mayor if he feels that [those concerns] have been addressed. Mayor DuPree said Mr. Neel had assured him that [that concern] has been addressed and he has to believe [it will be]. Council Vice President Naylor asked the Council about [the community benefit package]; Council President Bradley said he is familiar with it.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
Nay:	1	Council Member Delgado

FEL-No Vote: 0

Text of Legislative File 2014-1350

Title

Take from the Table and Approve Task Order #7 with Neel-Schaffer, Inc. for preliminary engineering services related to the design and construction of a new wastewater treatment facility to replace the existing South Lagoon Wastewater Treatment Plant; Authorize Mayor to execute in duplicate.

Summary

Approve Task Order #7 with Neel-Schaffer, Inc.

Budget Information

105695.6015

August 26, 2014

Mayor Johnny L. DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: SOUTH LAGOON WASTEWATER TREATMENT PLANT
PROCESS SELECTION AND DESIGN
TASK ORDER #7

Dear Mayor DuPree:

As you requested, Neel-Schaffer, Inc. is pleased to provide this Task Order for services related to the design and construction of a new wastewater treatment facility to replace the existing South Lagoon Wastewater Treatment Plant. Specifically, this Task Order only authorizes preliminary Engineering Services and other associated tasks. This Task Order will be amended to authorize final design and construction phase services. All services related to this Task Order will be considered to be Type 2 services in accordance with our current Agreement for Professional Services with the City of Hattiesburg.

Background

On July 19, 2011, The City of Hattiesburg (City) entered into an agreement with Neel-Schaffer, Inc. (Engineer) to provide Engineering services. The City has requested the Engineer prepare a task order for the design, permitting, and construction administration of a new City wastewater treatment facility (Facility) based upon a form of mechanical treatment facility (to be selected by the City) with a discharge to the Leaf River. The City has also entered into an Agreed Order to proceed with the design of a new treatment facility. This authorization is intended to initiate the design immediately due to the Order's schedule and consider all feasible treatment processes to meet current and future flows and discharge requirements.

Key services that will be performed in relation to the design and construction of the new treatment facility include:

1. Overall Program Management services to the City will be included within each task. No separate task or fee will be charged to the City for Program Management;
2. Process selection for the new Facility. The Engineer will consider processes that are considered to represent a full mechanical Facility, processes that are partially mechanical (effluent polishing), and other processes and technologies that have an established record of performance and will meet the City's treatment requirements.

3. Required soil borings and analysis and topographic survey services required to initiate design;
4. Preparation of a Facilities Plan to request construction monies thru the Mississippi Department of Environment Quality (MDEQ) State Revolving Loan Fund (SRF) program;
5. Assisting the City in developing program(s) to enhance the opportunities for the local participation in the Project's construction;
6. Review of alternative project delivery methods, including design-build, with recommendations to the City for alternatives that may reduce cost and/or accelerate completion of construction.

This Task Order specifies all identified tasks to design, bid, and provide support services during the construction of the Facility assuming it will be constructed utilizing a conventional design, bid, build (by a private Contractor) method. This Task Order includes all the reports, work by subconsultants, and the design to develop Preliminary Drawings and Specifications suitable for selection of contractors utilizing a Request for Qualifications as part an alternative project delivery method (design-build, or similar). If the City decides upon an alternative delivery method, the Preliminary Design documents will be used as a template for bidding the alternative construction methods, assuring the City that the construction will meet minimum standards established for the project and MDEQ discharge standards.

The unpriced work tasks are noted in the proposal. Upon the City's determination of the final design and construction method, this Task Order will be amended to either provide fee for unpriced tasks or develop new tasks and fees to reflect changes required to provide Engineering services appropriate to the Project.

SCOPE OF SERVICES

Phase A - Wastewater Treatment Facility Process Selection and Preliminary Design

Engineering Design and Process Report

The Engineer will develop an Engineering Design and Process Report that will serve as the basis for the Engineering design of the Facility. This report will provide a detailed evaluation of treatment processes under consideration, along with an influent flow and loading determination, to develop a specific process design for the new Facility. Further, other process units, such as preliminary treatment and sludge management, will be evaluated and presented with this report. Both capital and operations and maintenance (O&M) costs, in 2014 dollars, will be prepared along with a conceptual design for future upgrades. A summary of required permitting will also be prepared. The information contained in the Report will be used in the State Revolving Loan Fund (SRF) Facilities Plan report as well as the basis for final design of the new facility. The Report will incorporate multiple Technical Memorandums including the following:

Technical Memorandum #1 – Influent Testing Program

The Engineer will prepare a Technical Memorandum to determine the design loads and flows into the new treatment Facility. The purpose of this Memorandum is to more precisely determine the sizing of the treatment process units for the most efficient Facility. The Engineer will conduct sampling of the raw wastewater into the facility along with major industrial sources for a determination of loads. All available flow data at the facility will also be collected and analyzed to determine a proposed flow and loading basis of the new Facility.

Wastewater Constituent Characterization – Wastewater samples will be collected and analyzed for calculation of loadings to the treatment system. Sampling points will include the existing influent lift stations within the City's system and approximately 25 commercial / industrial contributors at the point their wastewater enters the system. These base samples will be collected utilizing 24-hour composite and grab samples for a period not less than 180 calendar days. The constituents analyzed in the base samples will include: chemical oxygen demand (COD), 5-day biological oxygen demand (BOD₅), acidity(pH), alkalinity, total suspended solids (TSS), ammonia nitrogen (NH₃-N), total kjeldahl nitrogen (TKN), total nitrogen TN, sulfides, and phosphorus (P). Additional air sampling will be conducted to measure hydrogen sulfide (H₂S) and mercaptans at selected sites within the collection system. In addition, a grab sample will be taken at each sample point for purposes of identifying priority pollutants, heavy metals, pathogens, refractory organics, and dissolved inorganics.

Wastewater Flow Monitoring – The City has invested in equipment to monitor flows at the existing South Lagoon and conducted a Flow Monitoring Study as part of the ongoing COMSWIP program. The Engineer will utilize all existing information the City has available to determine the design flows for the new Facility. As part of the sampling program, limited additional flow monitoring will be conducted on an as-needed basis to determine influent loading from the sample results.

The Engineer will collect all data from the sampling and the flow monitoring after the first 30 days and issue a preliminary Memorandum in order to establish baselines for both influent loading and flow rates. The Engineer shall issue supplementary Memorandums during the sampling period to document additional results as they become available.

Technical Memorandum #2 - Flood Elevations and Protections

Due to the investment in this facility and location within the Leaf River flood plain, the Engineer will conduct a flood study of the Leaf River in the vicinity of the existing lagoons and proposed new wastewater treatment facility. This study will determine the necessary elevation of the facility and process units to continue operations and meet the requirements contained in the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10) entitled "Mapping of Areas Protected by Levee Systems".

Technical Memorandum #3 - Site Review and Selection

The Engineer will review the recommendations contained in the Nutrient Study dated December 15, 2011 to construct the new Facility within one of the existing lagoon cells and consider any additional costs or savings to construct the Facility on another property immediately adjacent to the existing lagoon treatment facility. The Memorandum will also consider impacts upon the proposed design and construction schedule. The Engineer will review the findings contained in the report with the City and provide a recommendation for the final selection of a site for the new Facility.

The Engineer will submit each of the Technical Memorandums to the City for review. The City will review each of the Memorandums and provide review comments to the Engineer. The Engineer will address all City comments and return a copy of the revised Memorandum for City records. Upon completion of the Design and Process Report, the Engineer will submit the complete Report to the City for Review. The City will review the Report and provide review comments to the Engineer. The Engineer will address all City comments and return the revised final Report for City records.

Geotechnical Investigation

The Engineer will provide and coordinate the services of a qualified Geotechnical subconsultant to perform a detailed geotechnical investigation within the project area and to further explore subsurface conditions at the proposed wastewater treatment facility site and ancillary pipelines. Field investigations will be performed for collection of pertinent data and information, which will be analyzed to develop recommendations for the final design. The Engineer will review the geotechnical reports and confirm that the analysis addresses the needs of the City. Foundation and site design recommendations will also be provided by the geotechnical subconsultant.

The Geotechnical Investigation will be divided into three separate phases:

- Phase 1 – Initial investigation for the site within the existing Lagoon cell: Borings will be conducted outside of the existing levees to produce a cross-section of the geotechnical conditions under the Lagoon. An initial recommendation for foundation designs for the new mechanical Facility will be developed.
- Phase 2 – Initial site investigation: A limited number of borings will be conducted on properties immediately adjacent to the existing Lagoon site in order to determine the suitability of each site for the construction of the new mechanical Facility and any additional costs or cost savings related to the geotechnical conditions of each site.
- Phase 3 – Detailed site investigation: A geotechnical investigation will be conducted on the site the City selects for the construction of the new mechanical Facility. The investigation will be conducted to develop the recommendations necessary to support the final design of the Facility.

Design Topographic Survey

The Engineer will conduct a topographic survey of the existing lagoon site and areas anticipated to be impacted by construction activities. The Engineer will also set permanent benchmarks for the site to be utilized by the construction contractor. Previous surveys

conducted at the existing lagoon will be collected and an additional survey will be conducted, as necessary, to develop a current topographical survey of the Lagoons, existing utilities, and other pertinent topographic features.

Project Delivery Review Memorandum

The Engineer will review alternative project delivery methods for the City's consideration. The review will include relevant examples of similar projects with consideration for reduction of costs and effects on overall project schedules. Special legal counsel will be included to provide a review of compliance of any recommended alternative methods with the State Procurement Regulations and any legal requirements to implement certain methods.

The Engineer will submit the Project Delivery Review Memorandum to the City. The City will review the Memorandum and provide review comments to the Engineer. The Engineer will address all City comments and return a copy of the revised Memorandum for City records. The Engineer will be available to assist the City in the selection of the project delivery method throughout the Preliminary Design Phase. The City acknowledges the necessity to commit to a delivery method prior to completion of the Preliminary Design Phase in order to make any amendments, if necessary, to this Task Order and allow the Engineer to proceed with Final Design.

Preliminary Design - Wastewater Treatment Facility

Preliminary Design plans and technical specifications for the City's consideration will be developed utilizing the Design Report. The intent is to provide sufficient technical detail for a qualifications based selection of contractors should the City decide to select an alternative method for project delivery.

The Preliminary Design, at this project completion level, will include the following:

1. Drawings with preliminary site grading including internal and external access;
2. Meet with regulatory agencies to discuss submittal and permitting requirements;
3. Preliminary main process hydraulic profile and one-line process diagrams of all sidestreams;
4. Preliminary yard piping plans and routing of existing wastewater flows to the new Facility;
5. Process units in plan and profile view;
6. Plan, cross-sections, and initial architectural renderings of all buildings;
7. Fencing and landscaping limits;
8. Power supply and distribution schematics both internal and external to the site;
9. Instrumentation and control concepts;
10. Structural plans and cross-sections showing preliminary wall thicknesses.

Expected number of plans sheets for this work is anticipated as follows:

1. Cover sheet and General Notes (3 sheets)
2. Hydraulic Profile and Influent Piping Plan and Profile (5 sheets)
3. Civil Site Plans (10 sheets)
4. Mechanical Plans (30 sheets)

5. Architectural (Operations, Power, Standby Generator, Disinfection, Maintenance Buildings (15 sheets)
6. Structural Sheets (20 sheets)
7. Electrical Power (10 sheets)
8. Instrumentation and Controls (3 sheets)

Preliminary Technical Specifications will be for all process and pumping systems along with proposed power and instrumentation and control systems. Structural standards will also be provided.

The Engineer will prepare and submit a preliminary estimate of probable construction cost for the construction of the Facility, reflective of the progress made in the design. The estimate will include a cost breakdown with base bid and alternate additions, as needed.

The Engineer will submit five (5) sets of Preliminary plans and specifications to the City for review. The City will review the plans and provide review comments to the Engineer. The Engineer will address all City comments and return five (5) revised sets for City records.

Preliminary Design phase services are anticipated to last nine consecutive months. The Preliminary Design phase will be complete upon delivery of the revised Preliminary plans and specifications to the City.

SRF Facilities Plan and Loan Application Documents

Currently, the only identified funding program to support the City's design and construction of the planned Facilities is the SRF Program offered by MDEQ. As the City has already submitted the required Ranking Form to the SRF Program in order to be listed as an eligible project in the Program's planning documents, the Engineer will continue to support the City's application to the Program in the event that other sources of funding do not become available.

The Engineer will assemble an SRF Facilities Plan for each anticipated construction project, in accordance with the guidelines and requirements of the SRF Program. Each Facilities Plan will include a review of previous Engineering reports, inclusion of the latest probable estimates of project cost, and the development of a draft user charge system to comply with SRF program requirements. We will also administer one (1) public comment hearing in accordance with SRF program requirements.

Required application documents will be assembled for each anticipated construction project, in accordance with the guidelines and requirements of the SRF Program. The Engineer will be available to meet with representatives of the SRF Program, as necessary, to support the City's applications.

DBO Model Program Development

The Engineer will assist the City of Hattiesburg in the development of a Disadvantaged Business Organization (DBO) program. The program will be aimed at maximizing outreach to DBO certified companies in order to educate them concerning opportunities for

involvement in the overall Project and assist them in offering their applicable services to Project contractors. It is the goal of the Engineer to create a meaningful and sustainable DBO process by providing the following services:

1. Review DBO programs currently in use by other governmental agencies to assist in the development of a model DBO program for the City's consideration;
2. Implementation of the model DBO program adopted by City for the construction projects associated with the new Facility;
3. Evaluation of the effectiveness and costs associated with the model DBO program for the City's consideration for further implementation.

Local Workforce Involvement Model Program Development

In an effort to increase the economic impact of this project on the local community, the Engineer will assist the City of Hattiesburg in implementing a local workforce involvement program. The following services will be provided in order to establish this program:

1. Develop a Local Involvement Program for the construction of the project
2. Provide outreach to the workforce and businesses located in the City of Hattiesburg
3. Assemble a database of applicable service providers and skilled personnel
4. Assist the City of Hattiesburg in establishing a local involvement goal for the project
5. Oversee program compliance during the construction of the project
6. Collect, compile and analyze data gathered through the implementation of the Local Involvement program in order to report to the City of Hattiesburg

Phase B - Wastewater Treatment Facility Final Design and Permitting (To be Negotiated)

Final Design - Wastewater Treatment Facility

The City will, in writing, authorize the Engineer to proceed with the Final Design phase within thirty calendar days from completion of the Preliminary Design Phase. During the Final Design phase, the Engineer will prepare final construction plans and specifications utilizing the Engineering Design and Process Report and the plans and specifications developed during Preliminary Design. The final construction plans and specifications will be suitable for solicitation for public bids assuming a conventional design and bid process where the City will enter into a contract with a private company (Contractor) to construct the Facility pursuant to the construction documents of the Engineer. It is also assumed the facility will be partially funded by loan funds from the SRF Program.

The Engineer will prepare construction drawings as necessary to depict and describe the wastewater treatment in a clear and concise manner and will be based upon the drawings prepared in the Preliminary Design. The Drawings will be prepared in AutoCAD using a 24" x 36" drawing format. Topographic survey will be utilized for the generation of the drawing base sheets.

The following numbers and types of sheets are anticipated in the drawings:

1. Cover sheet and General Notes (5 sheets)
2. Hydraulic profile and Influent piping plan and profile (10 sheets)
3. Civil Site Plans (40 sheets)
4. Mechanical Plans (65 sheets)
5. Architectural (50 sheets)
6. Structural Sheets (80 sheets)
7. Electrical Power (60 sheets)
8. Instrumentation and Controls (10 sheets)

The Engineer will prepare permit applications and documents for MDEQ, the Corps of Engineers and local building permits. The Engineer will respond to the requests for additional information from the agencies.

The Engineer will coordinate the work elements of this project with the City as described herein and will attend up to three design meetings during Final Design phase.

The Technical Specifications will be added as part of a Project Manual. A set of standard front-end Contract Documents will be developed including required documents if SRF is obtained. The City shall review the Project Manual and provide revision comments where deemed necessary.

The Engineer will prepare and submit an estimate of probable construction cost for the project at the 90% and 100% design level. The estimate will include a cost breakdown with base bid and alternate additions, as needed.

The Engineer will submit five (5) sets of plans and specifications to the City for review at the 90% and 100% completion levels. The City will review the plans and provide review comments to the Engineer. The Engineer will address all City comments.

Final Design phase services are anticipated to last twelve consecutive months. The Final Design phase will be complete upon delivery of the revised plans and specifications to the City and receipt of approval of the Plans and Specifications from MDEQ.

Wastewater Treatment Facility Site Preparation – Design Phase

It is anticipated that an initial construction project will be required in order to prepare the site for the new Treatment Facility to expedite the construction schedule. Following completion of the Engineering Design and Process Report and the City's selection for the location of the new Facility, the Engineer will develop Plans and Specifications suitable for public bidding to select a contractor to perform any required work including, but not limited to, installation of any necessary structures to allow dewatering of a portion of a lagoon cell, dewatering, sludge removal, site preparation, construction of access road(s), clearing and grubbing of a new site, and installation of any temporary utilities. Permitting activities including MDEQ and the Corps of Engineers, as related to this initial site preparation, will be included in the this design phase.

Upon completion of the Engineering Design and Process Report, the scope and services for the Design Phase will be fully developed and this Task Order will be amended.

Lagoon Closure Master Plan

Upon completion of the new Wastewater Treatment Facility, the City intends to partially or fully close the existing South Treatment Lagoon, depending upon the design and the requirements of the new Facility. While conceptual costs have previously been developed and the depths of the sludge in the existing lagoons have been measured, no additional planning work or engineering has been performed in order to determine the ultimate use or re-use of the Lagoon site or determine the most economical method of closure. Also, a significant amount of discussion is required with MDEQ to ensure that it will approve the City's intended closure plan and re-use of the property.

The Engineer will evaluate closing the existing lagoon system as a result of the transition to the new Wastewater Treatment Facility. This report is to propose methods for decommissioning the facilities including proposed scheduling in coordination with the new Wastewater Treatment Facility construction and necessary permitting required for closure. Alternatives for the re-purposing of the Lagoon site will be developed and reviewed with the City. The City will select the alternatives that are considered to be the most appealing and three public hearings will be conducted in order to solicit public comments for each alternative. Conceptual construction cost estimates will be developed for the recommended closure method and for each of the selected alternatives.

Phase C - Wastewater Treatment Facility Bid and Construction Phase Services (To be Negotiated)

The City will, in writing, authorize the Engineer to proceed with the Bid and Construction phase services. The following scope of services outlines the tasks to be completed by the Engineer during bidding. The City will advertise the construction project and the Engineer will distribute bidding documents. One Pre-Bid meeting will be conducted by the City in order to allow prospective bidders to inspect the project site and directly ask questions related to the Project.

The Engineer will answer questions from bidders, provide clarifications, and prepare responses to be included in addenda. The responses will be submitted to the City for concurrence. The Engineer will package the responses into addenda documents and provide a copy of the addenda to all plan holders.

The Engineer will perform a bid evaluation after receipt of the bids. This bid evaluation will include a tabulation of bids, plus a detailed review of the bid package from the three lowest bidders. The review will include an inspection of each bid package for completeness, errors and omissions, evaluation of the listed experience on similar projects, evaluation of other submitted data and review of the references of the three lowest bidders. The Engineer will coordinate with any requirements from funding agencies, as necessary.

Following bid evaluation, the Engineer will prepare and submit a recommendation of Contract Award to the City.

The Engineer will act as the City's representative providing contract management, on-site observation to report upon the Contractor's compliance with the Plans and Specifications, and administrative services required during the construction period. Under this task, the Engineer will:

1. Coordinate communications between the Contractor(s) and the City. On behalf of the City, the Engineer will administer the construction contracts, responding to Contractor's correspondence, and issuing instructions received from the City.
2. Coordinate the Contractor's interactions with the City's staff including coordination of the Contractor's construction plan to minimize disruption of operations at the existing wastewater treatment lagoon and other coordination with the City's staff, as needed.
3. Prepare for and attend monthly coordination conferences with the Contractor(s), any subcontractors and City representatives to coordinate and monitor critical stages or milestones of the project.
4. Prepare and submit up to twenty-four monthly progress reports to the City detailing the status of the construction project. These reports will address work completed during the previous month, work planned to be accomplished during the coming month, issues requiring the City staff's attention, and other project related information. The progress reports will include a review of the Contractor's updated construction schedules showing the status of individual components of each construction project, and indicating whether the Contractor is on time and the project is proceeding as planned.
5. Maintain document control files with correspondence, reports, daily logs, progress reports, testing results, etc., pertaining to the construction contract.
6. Coordinate and monitor the efforts and activities of the Engineer's sub-consultants.

After the City awards the contract, the Engineer will prepare conformed Contract Documents for execution by the Contractor and the City. The Engineer will collate and package the plans, specifications, and front-end documents into the Project Manuals, and conform the Contract Documents with respect to addenda that may be issued during the bidding phase. The Engineer will prepare half-sized and full-sized drawings of the conformed plans for field use by the Contractor(s) and City staff.

The Engineer will distribute copies of the Conformed Contract Documents with half-sized and full-sized drawings to the City and the Contractor(s) at the Pre-Construction Conference. Five (5) copies of half-sized and five (5) copies of full-sized reproducible drawings will be provided to the Contractor.

The Engineer will schedule, attend and conduct a Pre-Construction Conference for each of the Project(s). The Engineer will prepare a notice of meeting and transmit to the City and Contractor. The Engineer will prepare an agenda prior to the conference and prepare meeting minutes after the conference. The minutes will document the meeting including

any City decisions and directions to the Contractor. Copies of the minutes will be sent to all attendees and other involved parties.

The Contractor(s) will be required to attend the Pre-Construction Conference and provide a preliminary project schedule and a preliminary submittal log of shop drawings at the meeting. The Engineer will review the Contractor's project schedule and note corrections or modifications necessary and return to the Contractor for finalization. The Engineer will review the Contractor's preliminary submittal log for completeness in accordance with the Contract Documents. The Engineer will note any corrections or modifications necessary and return to the Contractor for finalization.

The Engineer will review shop drawings and O&M manuals that are submitted by the Contractor(s) for construction of each Capital Improvement Project. Activities for this task include: maintaining a submittal log; reviewing shop drawings and O&M manuals; determining the acceptability of substitute materials and spare parts proposed by the Contractor; providing review comments; and transmitting copies of accepted shop drawings and O&M manuals to the City and the Contractor(s).

The Engineer will provide the services of a full time Resident Field Engineer and Resident Observer(s) to coordinate and observe the overall progress and quality of the executed work performed by the Contractor(s) and determine, in general, if such work is proceeding in accordance with the Contract Documents, construction plans & specifications, and construction schedules. On the basis of such observations, the Engineer will correspond with the City regarding any concerns regarding the quality and progress of the executed work.

The Engineer will issue interpretations and clarifications, and prepare drawings in response to Requests for Information (RFIs) from the Contractor. The Engineer will provide general technical information and additional data or drawings to the Contractor to resolve unforeseen conditions encountered during construction and provide clarifications and interpretations of the Contract Documents. When an RFI results in possible changes to the work, the Engineer will prepare a Request for Proposal (RFP) and obtain a proposal from the Contractor. The Engineer will be responsible for processing and tracking RFIs, RFPs and proposals. The Engineer will have the primary responsibility for responding to RFIs and will evaluate, provide a recommendation and process RFPs and proposals for each contract.

The Engineer will evaluate specific problems or unusual circumstances that may arise. The Engineer will have the authority, as City's representative, to require special inspections and/or testing of the work; act as initial interpreter of the requirements of the Contract Documents; and evaluate the acceptability of the work performed by the Contractor. The Engineer will advise the City of potential claims by City or Contractor relating to the acceptability of the work or the requirements of the Contract Documents pertaining to the execution and progress of the work.

The Engineer will conduct weekly construction progress meetings with the Contractor(s) and City representatives. The purpose of the meetings will be to review Contractor's progress during the previous week, discuss work items for the coming week, coordinate with Contractor and subcontractors on-site, coordinate with City Operation staff, discuss and resolve construction activity issues, material testing schedule, and other project related issues.

The Engineer's Resident Field Engineer and Resident Observer(s) will attend progress meetings, weekly or as otherwise scheduled, with the Contractor(s) and City. The Engineer's Geotechnical Subconsultant and representatives from materials testing firm, manufacturers of equipment, as well as City Operation staff will be invited, when necessary, to attend the weekly construction meetings in order to facilitate communication and coordination between the parties.

Following each construction progress meeting, the Engineer will prepare draft meeting minutes, and submit to the City, Contractor, other attendees and involved parties for review and comment. Wording of the final meeting minutes will be approved at the next construction progress meeting and final copies will be distributed to the City, Contractor, other attendees and involved parties.

The Engineer will have primary responsibility for reviewing the Contractor's initial construction schedule and monthly updates. The Engineer will assist the City with the processing of monthly pay request(s). The Engineer will compare the project status indicated by the progress schedule to the payment amount requested by the Contractor and make a recommendation to the City, in writing, regarding the appropriateness of the pay request. The Engineer's opinion will be based on the observations of the Resident Observer(s), weekly progress meetings, information provided by the City, and review of data accompanying the pay request including stored materials lists.

A Change Order is required whenever there is a change in the Work as defined by the Contract Documents that results in a change in the Contract Amount and/or the Contract Time. The Engineer will assist the City with the preparation and processing of Change Orders. The Engineer will prepare Change Order Forms and make revisions to the Drawings or Specifications as necessary with City concurrence.

The Engineer will coordinate and participate in a Substantial Completion Site Review. Following the Review, the Engineer will prepare a list of items of work remaining. Following notification by the Contractor that the work is complete and remaining work items have been addressed, the Engineer will coordinate and participate in a Final Project Site Review to determine if the work is complete in accordance with the requirements of the Contract Documents. Based on satisfactory results of the Final Project Site Review, the Engineer will recommend, in writing, final payment to the Contractor and give written notice to the City and the Contractor that the work is complete in accordance with the Contract Documents.

The Engineer will obtain certified as-built drawings from the Contractor and the Contractor's licensed surveyor, and prepare Record Drawings based on the information received. The Engineer will coordinate with the Contractor and the City throughout the construction period and review updated as-built drawings on a monthly basis. The Engineer will not perform survey services during construction to verify the accuracy of the as-built records received from the Contractor. The Engineer will provide the City with signed and sealed Record Drawings, and a CD-ROM of the Record Drawings in AutoCad and PDF format with a directory of contents.

The Engineer will compile construction data, record drawings, and prepare Certifications of Construction Completion for the Project. The Engineer will also prepare a Final Letter of Map Revision to the Federal Emergency Management Agency (FEMA) for the completed project.

The Engineer will provide the services of a professional to assist and oversee the start-up of the Wastewater Treatment Facility. This work will include initially monitoring the system balance and start-up of the process equipment by each respective vendor. The Engineer will also coordinate City staff training with each vendor and consolidation of O&M Manuals. Further, the Engineer will provide three (3) weeks of on-site plant observation and consultation with the City during the initial week of feeding raw wastewater to the facility. Afterwards, the Engineer will visit the facility once per week for eight (8) weeks to check on plant operation.

The Engineer will provide full-time administration, observation and clerical support services during the construction of the project. In addition, the Engineer will provide part-time Technical Services on an as needed basis if requested by the City to supplement the Engineer's Resident Field Engineer and Resident Observer(s) during critical construction periods. The Resident Field Engineer will provide onsite technical support to the City during construction and the administrative assistant will provide onsite clerical support for both the Engineer and City.

The Resident Field Engineer will assist the Engineer's Project Manager during the project by:

1. Serving as an onsite point of contact for the Contractor(s), and the City's Staff.
2. Coordinating and supervising the onsite activities of the Engineer's personnel and subconsultants.
3. Coordinate the Contractor's interactions with the City's Staff.
4. Coordinating communications between the Contractor(s) and the City including coordinating the preparation of responses to Contractor's correspondence.
5. Receiving RFI's, RFQ's, and proposals, and distributing them to the appropriate staff for logging, review and processing.
6. Serving as a point of initial response for Contractor RFI's
7. Scheduling QA testing, periodic site visits, performance testing, start-up testing, pre-installation conferences, Substantial and Final Project Reviews, and pre-installation or specialty conferences.

8. Coordinating the Substantial and Final Project Reviews and assisting with the preparation of a list of remaining work items.
9. Preparing for and attending pre-construction conferences, construction progress meetings, and pre-installation or specialty conferences.
10. Coordinating and assisting with the review of the Contractor's Construction Progress Schedule updates and monthly pay requests.
11. Coordinating the preparation of monthly progress reports to the City.

The Engineer will provide full-time Resident Observer(s) to observe the Contractor's construction and to verify that the Project is constructed in accordance with the conformed plans and specifications. The Observer(s) will perform, and complete the following activities and services:

1. Attend meetings with the City and Contractor, such as weekly and monthly progress meetings, pre-installation or specialty conferences and other project-related meetings.
2. Coordinate his duties with the City's project staff, and assist with the on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
3. Report to the Resident Field Engineer and report to him and the City's Project staff whenever the Observer believes that any work is unsatisfactory, faulty or defective; does not conform to the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test or approval required to be made. The Observer will advise the Resident Field Engineer and City's Project Staff of work that should be corrected or rejected; uncovered for observation; or requires special testing, inspection or approval.
4. Coordinate the efforts and activities of the testing subconsultants and review test results.

The Engineer's Observation services may be performed during simultaneous construction activities.

The Engineer's Observer will observe performance and start-up testing of pumps, generators, HVAC systems, air compressors, process equipment, pump and tank level control systems, and other equipment and systems as required by the Contract Documents. When appropriate, the Resident Observer will observe the performance and start-up tests. When specialized experience or expertise is needed, the Resident Field Engineer will schedule the appropriate personnel to observe the testing.

The Engineer will provide the services of a soils and materials firm to provide compaction, concrete and asphalt testing as required to provide a quality assurance check that the Contractor's testing results complies with the specifications. Testing fees will be listed as a not to exceed amount based upon the number of tests anticipated.

Deliverables

1. Ten (10) sets of conformed Contract Documents with half-sized drawings at the pre-construction conference

2. Ten (10) sets of full-sized conformed drawings at the pre-construction conference
3. Five (5) sets of full-sized signed and sealed record drawings
4. Five (5) sets of half-sized record drawings copies for distribution to City staff
5. One (1) electronic file of Record Drawings on CD-ROM with a directory of contents

Wastewater Treatment Facility Operational Support

The Engineer will provide support to the City regarding staffing and training of the new Wastewater Treatment Facility. Specific detailed tasks and scope will be developed based upon the City's preferences for operation of the Facility and this Task Order will be amended to include those services.

Task Order Schedule

Each of the Tasks associated with this Task Order will be conducted concurrently in order to provide the maximum level of support to the City and expedite the overall Project schedule.

<i>Task</i>	<i>Estimated Time for Completion</i>	<i>Estimated Time to Completion from Task Order Approval</i>
Phase A - Wastewater Treatment Facility Process Selection and Preliminary Design		
<i>Influent Testing Program</i>	6 months	6 months
<i>Geotechnical Investigation</i>	6 months	6 months
<i>Topographic Survey</i>	3 months	6 months
<i>Preliminary Design</i>	9 months	9 months
<i>SRF Facilities Plan and Loan Application</i>	6 months	6 months
<i>DBO Model Program Development</i>	3 months	6 months
<i>Local Workforce Involvement Model Program Development</i>	3 months	6 months
Phase B - Wastewater Treatment Facility Design and Permitting		
<i>Final Design - Wastewater Treatment Facility</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Site Preparation – Design Phase</i>	To be Negotiated	To be Negotiated
<i>Lagoon Closure Master Plan</i>	To be Negotiated	To be Negotiated
Phase C - Wastewater Treatment Facility Bid and Construction Phase Services		
<i>Bid Phase Services</i>	To be Negotiated	To be Negotiated
<i>Construction Phase Services</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Operational Support</i>	To be Negotiated	To be Negotiated

Task Order Fee Schedule

<i>Task</i>	<i>Fee Terms</i>	<i>Fee Authorization</i>
Phase A - Wastewater Treatment Facility Process Selection and Preliminary Design		
<i>Influent Testing Program</i>	Hourly, Not-To-Exceed	\$250,000
<i>Geotechnical Investigation</i>	Hourly, Not-To-Exceed	\$200,000
<i>Topographic Survey</i>	Hourly, Not-To-Exceed	\$132,000
<i>Preliminary Design</i>	Lump Sum	\$2,600,000
<i>SRF Facilities Plan and Loan Application</i>	Hourly, Not-To-Exceed	\$46,000
<i>DBO Model Program Development</i>	Hourly, Not-To-Exceed	\$175,000
<i>Local Workforce Involvement Model Program Development</i>	Hourly, Not-To-Exceed	\$90,000
Phase B - Wastewater Treatment Facility Design and Permitting		
<i>Final Design - Wastewater Treatment Facility</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Site Preparation – Design Phase</i>	To be Negotiated	To be Negotiated
<i>Lagoon Closure Master Plan</i>	To be Negotiated	To be Negotiated
Phase C - Wastewater Treatment Facility Bid and Construction Phase Services		
<i>Bid Phase Services</i>	To be Negotiated	To be Negotiated
<i>Construction Phase Services</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Operational Support</i>	To be Negotiated	To be Negotiated
TOTAL		\$3,493,000

Please indicate your acceptance of this Task Order by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

NEEL-SCHAFFER, INC.

A handwritten signature in black ink, appearing to read 'Joel H. Hudnall', written over a horizontal line.

Joel H. Hudnall, P.E.
Chief Operating Officer

ACCEPTED:

BY: _____

DATE: _____



NEEL-SCHAFER
Solutions you can build upon

engineers
planners
surveyors
environmental
scientists
landscape
architects

August 26, 2014

Mayor Johnny L. DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: SOUTH LAGOON WASTEWATER TREATMENT PLANT
PROCESS SELECTION AND DESIGN
TASK ORDER #7

Dear Mayor DuPree:

As you requested, Neel-Schaffer, Inc. is pleased to provide this Task Order for services related to the design and construction of a new wastewater treatment facility to replace the existing South Lagoon Wastewater Treatment Plant. Specifically, this Task Order only authorizes preliminary Engineering Services and other associated tasks. This Task Order will be amended to authorize final design and construction phase services. All services related to this Task Order will be considered to be Type 2 services in accordance with our current Agreement for Professional Services with the City of Hattiesburg.

Background

On July 19, 2011, The City of Hattiesburg (City) entered into an agreement with Neel-Schaffer, Inc. (Engineer) to provide Engineering services. The City has requested the Engineer prepare a task order for the design, permitting, and construction administration of a new City wastewater treatment facility (Facility) based upon a form of mechanical treatment facility (to be selected by the City) with a discharge to the Leaf River. The City has also entered into an Agreed Order to proceed with the design of a new treatment facility. This authorization is intended to initiate the design immediately due to the Order's schedule and consider all feasible treatment processes to meet current and future flows and discharge requirements.

Key services that will be performed in relation to the design and construction of the new treatment facility include:

1. Overall Program Management services to the City will be included within each task. No separate task or fee will be charged to the City for Program Management;
2. Process selection for the new Facility. The Engineer will consider processes that are considered to represent a full mechanical Facility, processes that are partially mechanical (effluent polishing), and other processes and technologies that have an established record of performance and will meet the City's treatment requirements.

3. Required soil borings and analysis and topographic survey services required to initiate design;
4. Preparation of a Facilities Plan to request construction monies thru the Mississippi Department of Environment Quality (MDEQ) State Revolving Loan Fund (SRF) program;
5. Assisting the City in developing program(s) to enhance the opportunities for the local participation in the Project's construction;
6. Review of alternative project delivery methods, including design-build, with recommendations to the City for alternatives that may reduce cost and/or accelerate completion of construction.

This Task Order specifies all identified tasks to design, bid, and provide support services during the construction of the Facility assuming it will be constructed utilizing a conventional design, bid, build (by a private Contractor) method. This Task Order includes all the reports, work by subconsultants, and the design to develop Preliminary Drawings and Specifications suitable for selection of contractors utilizing a Request for Qualifications as part an alternative project delivery method (design-build, or similar). If the City decides upon an alternative delivery method, the Preliminary Design documents will be used as a template for bidding the alternative construction methods, assuring the City that the construction will meet minimum standards established for the project and MDEQ discharge standards.

The unpriced work tasks are noted in the proposal. Upon the City's determination of the final design and construction method, this Task Order will be amended to either provide fee for unpriced tasks or develop new tasks and fees to reflect changes required to provide Engineering services appropriate to the Project.

SCOPE OF SERVICES

Phase A - Wastewater Treatment Facility Process Selection and Preliminary Design

Engineering Design and Process Report

The Engineer will develop an Engineering Design and Process Report that will serve as the basis for the Engineering design of the Facility. This report will provide a detailed evaluation of treatment processes under consideration, along with an influent flow and loading determination, to develop a specific process design for the new Facility. Further, other process units, such as preliminary treatment and sludge management, will be evaluated and presented with this report. Both capital and operations and maintenance (O&M) costs, in 2014 dollars, will be prepared along with a conceptual design for future upgrades. A summary of required permitting will also be prepared. The information contained in the Report will be used in the State Revolving Loan Fund (SRF) Facilities Plan report as well as the basis for final design of the new facility. The Report will incorporate multiple Technical Memorandums including the following:

Technical Memorandum #1 – Influent Testing Program

The Engineer will prepare a Technical Memorandum to determine the design loads and flows into the new treatment Facility. The purpose of this Memorandum is to more precisely determine the sizing of the treatment process units for the most efficient Facility. The Engineer will conduct sampling of the raw wastewater into the facility along with major industrial sources for a determination of loads. All available flow data at the facility will also be collected and analyzed to determine a proposed flow and loading basis of the new Facility.

Wastewater Constituent Characterization – Wastewater samples will be collected and analyzed for calculation of loadings to the treatment system. Sampling points will include the existing influent lift stations within the City's system and approximately 25 commercial / industrial contributors at the point their wastewater enters the system. These base samples will be collected utilizing 24-hour composite and grab samples for a period not less than 180 calendar days. The constituents analyzed in the base samples will include: chemical oxygen demand (COD), 5-day biological oxygen demand (BOD₅), acidity(pH), alkalinity, total suspended solids (TSS), ammonia nitrogen (NH₃-N), total kjeldahl nitrogen (TKN), total nitrogen TN, sulfides, and phosphorus (P). Additional air sampling will be conducted to measure hydrogen sulfide (H₂S) and mercaptans at selected sites within the collection system. In addition, a grab sample will be taken at each sample point for purposes of identifying priority pollutants, heavy metals, pathogens, refractory organics, and dissolved inorganics.

Wastewater Flow Monitoring – The City has invested in equipment to monitor flows at the existing South Lagoon and conducted a Flow Monitoring Study as part of the ongoing COMSWIP program. The Engineer will utilize all existing information the City has available to determine the design flows for the new Facility. As part of the sampling program, limited additional flow monitoring will be conducted on an as-needed basis to determine influent loading from the sample results.

The Engineer will collect all data from the sampling and the flow monitoring after the first 30 days and issue a preliminary Memorandum in order to establish baselines for both influent loading and flow rates. The Engineer shall issue supplementary Memorandums during the sampling period to document additional results as they become available.

Technical Memorandum #2 - Flood Elevations and Protections

Due to the investment in this facility and location within the Leaf River flood plain, the Engineer will conduct a flood study of the Leaf River in the vicinity of the existing lagoons and proposed new wastewater treatment facility. This study will determine the necessary elevation of the facility and process units to continue operations and meet the requirements contained in the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10) entitled "Mapping of Areas Protected by Levee Systems".

Technical Memorandum #3 - Site Review and Selection

The Engineer will review the recommendations contained in the Nutrient Study dated December 15, 2011 to construct the new Facility within one of the existing lagoon cells and consider any additional costs or savings to construct the Facility on another property immediately adjacent to the existing lagoon treatment facility. The Memorandum will also consider impacts upon the proposed design and construction schedule. The Engineer will review the findings contained in the report with the City and provide a recommendation for the final selection of a site for the new Facility.

The Engineer will submit each of the Technical Memorandums to the City for review. The City will review each of the Memorandums and provide review comments to the Engineer. The Engineer will address all City comments and return a copy of the revised Memorandum for City records. Upon completion of the Design and Process Report, the Engineer will submit the complete Report to the City for Review. The City will review the Report and provide review comments to the Engineer. The Engineer will address all City comments and return the revised final Report for City records.

Geotechnical Investigation

The Engineer will provide and coordinate the services of a qualified Geotechnical subconsultant to perform a detailed geotechnical investigation within the project area and to further explore subsurface conditions at the proposed wastewater treatment facility site and ancillary pipelines. Field investigations will be performed for collection of pertinent data and information, which will be analyzed to develop recommendations for the final design. The Engineer will review the geotechnical reports and confirm that the analysis addresses the needs of the City. Foundation and site design recommendations will also be provided by the geotechnical subconsultant.

The Geotechnical Investigation will be divided into three separate phases:

- Phase 1 – Initial investigation for the site within the existing Lagoon cell: Borings will be conducted outside of the existing levees to produce a cross-section of the geotechnical conditions under the Lagoon. An initial recommendation for foundation designs for the new mechanical Facility will be developed.
- Phase 2 – Initial site investigation: A limited number of borings will be conducted on properties immediately adjacent to the existing Lagoon site in order to determine the suitability of each site for the construction of the new mechanical Facility and any additional costs or cost savings related to the geotechnical conditions of each site.
- Phase 3 – Detailed site investigation: A geotechnical investigation will be conducted on the site the City selects for the construction of the new mechanical Facility. The investigation will be conducted to develop the recommendations necessary to support the final design of the Facility.

Design Topographic Survey

The Engineer will conduct a topographic survey of the existing lagoon site and areas anticipated to be impacted by construction activities. The Engineer will also set permanent benchmarks for the site to be utilized by the construction contractor. Previous surveys

conducted at the existing lagoon will be collected and an additional survey will be conducted, as necessary, to develop a current topographical survey of the Lagoons, existing utilities, and other pertinent topographic features.

Project Delivery Review Memorandum

The Engineer will review alternative project delivery methods for the City's consideration. The review will include relevant examples of similar projects with consideration for reduction of costs and effects on overall project schedules. Special legal counsel will be included to provide a review of compliance of any recommended alternative methods with the State Procurement Regulations and any legal requirements to implement certain methods.

The Engineer will submit the Project Delivery Review Memorandum to the City. The City will review the Memorandum and provide review comments to the Engineer. The Engineer will address all City comments and return a copy of the revised Memorandum for City records. The Engineer will be available to assist the City in the selection of the project delivery method throughout the Preliminary Design Phase. The City acknowledges the necessity to commit to a delivery method prior to completion of the Preliminary Design Phase in order to make any amendments, if necessary, to this Task Order and allow the Engineer to proceed with Final Design.

Preliminary Design - Wastewater Treatment Facility

Preliminary Design plans and technical specifications for the City's consideration will be developed utilizing the Design Report. The intent is to provide sufficient technical detail for a qualifications based selection of contractors should the City decide to select an alternative method for project delivery.

The Preliminary Design, at this project completion level, will include the following:

1. Drawings with preliminary site grading including internal and external access;
2. Meet with regulatory agencies to discuss submittal and permitting requirements;
3. Preliminary main process hydraulic profile and one-line process diagrams of all sidestreams;
4. Preliminary yard piping plans and routing of existing wastewater flows to the new Facility;
5. Process units in plan and profile view;
6. Plan, cross-sections, and initial architectural renderings of all buildings;
7. Fencing and landscaping limits;
8. Power supply and distribution schematics both internal and external to the site;
9. Instrumentation and control concepts;
10. Structural plans and cross-sections showing preliminary wall thicknesses.

Expected number of plans sheets for this work is anticipated as follows:

1. Cover sheet and General Notes (3 sheets)
2. Hydraulic Profile and Influent Piping Plan and Profile (5 sheets)
3. Civil Site Plans (10 sheets)
4. Mechanical Plans (30 sheets)

5. Architectural (Operations, Power, Standby Generator, Disinfection, Maintenance Buildings (15 sheets)
6. Structural Sheets (20 sheets)
7. Electrical Power (10 sheets)
8. Instrumentation and Controls (3 sheets)

Preliminary Technical Specifications will be for all process and pumping systems along with proposed power and instrumentation and control systems. Structural standards will also be provided.

The Engineer will prepare and submit a preliminary estimate of probable construction cost for the construction of the Facility, reflective of the progress made in the design. The estimate will include a cost breakdown with base bid and alternate additions, as needed.

The Engineer will submit five (5) sets of Preliminary plans and specifications to the City for review. The City will review the plans and provide review comments to the Engineer. The Engineer will address all City comments and return five (5) revised sets for City records.

Preliminary Design phase services are anticipated to last nine consecutive months. The Preliminary Design phase will be complete upon delivery of the revised Preliminary plans and specifications to the City.

SRF Facilities Plan and Loan Application Documents

Currently, the only identified funding program to support the City's design and construction of the planned Facilities is the SRF Program offered by MDEQ. As the City has already submitted the required Ranking Form to the SRF Program in order to be listed as an eligible project in the Program's planning documents, the Engineer will continue to support the City's application to the Program in the event that other sources of funding do not become available.

The Engineer will assemble an SRF Facilities Plan for each anticipated construction project, in accordance with the guidelines and requirements of the SRF Program. Each Facilities Plan will include a review of previous Engineering reports, inclusion of the latest probable estimates of project cost, and the development of a draft user charge system to comply with SRF program requirements. We will also administer one (1) public comment hearing in accordance with SRF program requirements.

Required application documents will be assembled for each anticipated construction project, in accordance with the guidelines and requirements of the SRF Program. The Engineer will be available to meet with representatives of the SRF Program, as necessary, to support the City's applications.

DBO Model Program Development

The Engineer will assist the City of Hattiesburg in the development of a Disadvantaged Business Organization (DBO) program. The program will be aimed at maximizing outreach to DBO certified companies in order to educate them concerning opportunities for

involvement in the overall Project and assist them in offering their applicable services to Project contractors. It is the goal of the Engineer to create a meaningful and sustainable DBO process by providing the following services:

1. Review DBO programs currently in use by other governmental agencies to assist in the development of a model DBO program for the City's consideration;
2. Implementation of the model DBO program adopted by City for the construction projects associated with the new Facility;
3. Evaluation of the effectiveness and costs associated with the model DBO program for the City's consideration for further implementation.

Local Workforce Involvement Model Program Development

In an effort to increase the economic impact of this project on the local community, the Engineer will assist the City of Hattiesburg in implementing a local workforce involvement program. The following services will be provided in order to establish this program:

1. Develop a Local Involvement Program for the construction of the project
2. Provide outreach to the workforce and businesses located in the City of Hattiesburg
3. Assemble a database of applicable service providers and skilled personnel
4. Assist the City of Hattiesburg in establishing a local involvement goal for the project
5. Oversee program compliance during the construction of the project
6. Collect, compile and analyze data gathered through the implementation of the Local Involvement program in order to report to the City of Hattiesburg

Phase B - Wastewater Treatment Facility Final Design and Permitting (To be Negotiated)

Final Design - Wastewater Treatment Facility

The City will, in writing, authorize the Engineer to proceed with the Final Design phase within thirty calendar days from completion of the Preliminary Design Phase. During the Final Design phase, the Engineer will prepare final construction plans and specifications utilizing the Engineering Design and Process Report and the plans and specifications developed during Preliminary Design. The final construction plans and specifications will be suitable for solicitation for public bids assuming a conventional design and bid process where the City will enter into a contract with a private company (Contractor) to construct the Facility pursuant to the construction documents of the Engineer. It is also assumed the facility will be partially funded by loan funds from the SRF Program.

The Engineer will prepare construction drawings as necessary to depict and describe the wastewater treatment in a clear and concise manner and will be based upon the drawings prepared in the Preliminary Design. The Drawings will be prepared in AutoCAD using a 24" x 36" drawing format. Topographic survey will be utilized for the generation of the drawing base sheets.

The following numbers and types of sheets are anticipated in the drawings:

1. Cover sheet and General Notes (5 sheets)
2. Hydraulic profile and Influent piping plan and profile (10 sheets)
3. Civil Site Plans (40 sheets)
4. Mechanical Plans (65 sheets)
5. Architectural (50 sheets)
6. Structural Sheets (80 sheets)
7. Electrical Power (60 sheets)
8. Instrumentation and Controls (10 sheets)

The Engineer will prepare permit applications and documents for MDEQ, the Corps of Engineers and local building permits. The Engineer will respond to the requests for additional information from the agencies.

The Engineer will coordinate the work elements of this project with the City as described herein and will attend up to three design meetings during Final Design phase.

The Technical Specifications will be added as part of a Project Manual. A set of standard front-end Contract Documents will be developed including required documents if SRF is obtained. The City shall review the Project Manual and provide revision comments where deemed necessary.

The Engineer will prepare and submit an estimate of probable construction cost for the project at the 90% and 100% design level. The estimate will include a cost breakdown with base bid and alternate additions, as needed.

The Engineer will submit five (5) sets of plans and specifications to the City for review at the 90% and 100% completion levels. The City will review the plans and provide review comments to the Engineer. The Engineer will address all City comments.

Final Design phase services are anticipated to last twelve consecutive months. The Final Design phase will be complete upon delivery of the revised plans and specifications to the City and receipt of approval of the Plans and Specifications from MDEQ.

Wastewater Treatment Facility Site Preparation – Design Phase

It is anticipated that an initial construction project will be required in order to prepare the site for the new Treatment Facility to expedite the construction schedule. Following completion of the Engineering Design and Process Report and the City's selection for the location of the new Facility, the Engineer will develop Plans and Specifications suitable for public bidding to select a contractor to perform any required work including, but not limited to, installation of any necessary structures to allow dewatering of a portion of a lagoon cell, dewatering, sludge removal, site preparation, construction of access road(s), clearing and grubbing of a new site, and installation of any temporary utilities. Permitting activities including MDEQ and the Corps of Engineers, as related to this initial site preparation, will be included in the this design phase.

Upon completion of the Engineering Design and Process Report, the scope and services for the Design Phase will be fully developed and this Task Order will be amended.

Lagoon Closure Master Plan

Upon completion of the new Wastewater Treatment Facility, the City intends to partially or fully close the existing South Treatment Lagoon, depending upon the design and the requirements of the new Facility. While conceptual costs have previously been developed and the depths of the sludge in the existing lagoons have been measured, no additional planning work or engineering has been performed in order to determine the ultimate use or re-use of the Lagoon site or determine the most economical method of closure. Also, a significant amount of discussion is required with MDEQ to ensure that it will approve the City's intended closure plan and re-use of the property.

The Engineer will evaluate closing the existing lagoon system as a result of the transition to the new Wastewater Treatment Facility. This report is to propose methods for decommissioning the facilities including proposed scheduling in coordination with the new Wastewater Treatment Facility construction and necessary permitting required for closure. Alternatives for the re-purposing of the Lagoon site will be developed and reviewed with the City. The City will select the alternatives that are considered to be the most appealing and three public hearings will be conducted in order to solicit public comments for each alternative. Conceptual construction cost estimates will be developed for the recommended closure method and for each of the selected alternatives.

Phase C - Wastewater Treatment Facility Bid and Construction Phase Services (To be Negotiated)

The City will, in writing, authorize the Engineer to proceed with the Bid and Construction phase services. The following scope of services outlines the tasks to be completed by the Engineer during bidding. The City will advertise the construction project and the Engineer will distribute bidding documents. One Pre-Bid meeting will be conducted by the City in order to allow prospective bidders to inspect the project site and directly ask questions related to the Project.

The Engineer will answer questions from bidders, provide clarifications, and prepare responses to be included in addenda. The responses will be submitted to the City for concurrence. The Engineer will package the responses into addenda documents and provide a copy of the addenda to all plan holders.

The Engineer will perform a bid evaluation after receipt of the bids. This bid evaluation will include a tabulation of bids, plus a detailed review of the bid package from the three lowest bidders. The review will include an inspection of each bid package for completeness, errors and omissions, evaluation of the listed experience on similar projects, evaluation of other submitted data and review of the references of the three lowest bidders. The Engineer will coordinate with any requirements from funding agencies, as necessary.

Following bid evaluation, the Engineer will prepare and submit a recommendation of Contract Award to the City.

The Engineer will act as the City's representative providing contract management, on-site observation to report upon the Contractor's compliance with the Plans and Specifications, and administrative services required during the construction period. Under this task, the Engineer will:

1. Coordinate communications between the Contractor(s) and the City. On behalf of the City, the Engineer will administer the construction contracts, responding to Contractor's correspondence, and issuing instructions received from the City.
2. Coordinate the Contractor's interactions with the City's staff including coordination of the Contractor's construction plan to minimize disruption of operations at the existing wastewater treatment lagoon and other coordination with the City's staff, as needed.
3. Prepare for and attend monthly coordination conferences with the Contractor(s), any subcontractors and City representatives to coordinate and monitor critical stages or milestones of the project.
4. Prepare and submit up to twenty-four monthly progress reports to the City detailing the status of the construction project. These reports will address work completed during the previous month, work planned to be accomplished during the coming month, issues requiring the City staff's attention, and other project related information. The progress reports will include a review of the Contractor's updated construction schedules showing the status of individual components of each construction project, and indicating whether the Contractor is on time and the project is proceeding as planned.
5. Maintain document control files with correspondence, reports, daily logs, progress reports, testing results, etc., pertaining to the construction contract.
6. Coordinate and monitor the efforts and activities of the Engineer's sub-consultants.

After the City awards the contract, the Engineer will prepare conformed Contract Documents for execution by the Contractor and the City. The Engineer will collate and package the plans, specifications, and front-end documents into the Project Manuals, and conform the Contract Documents with respect to addenda that may be issued during the bidding phase. The Engineer will prepare half-sized and full-sized drawings of the conformed plans for field use by the Contractor(s) and City staff.

The Engineer will distribute copies of the Conformed Contract Documents with half-sized and full-sized drawings to the City and the Contractor(s) at the Pre-Construction Conference. Five (5) copies of half-sized and five (5) copies of full-sized reproducible drawings will be provided to the Contractor.

The Engineer will schedule, attend and conduct a Pre-Construction Conference for each of the Project(s). The Engineer will prepare a notice of meeting and transmit to the City and Contractor. The Engineer will prepare an agenda prior to the conference and prepare meeting minutes after the conference. The minutes will document the meeting including

any City decisions and directions to the Contractor. Copies of the minutes will be sent to all attendees and other involved parties.

The Contractor(s) will be required to attend the Pre-Construction Conference and provide a preliminary project schedule and a preliminary submittal log of shop drawings at the meeting. The Engineer will review the Contractor's project schedule and note corrections or modifications necessary and return to the Contractor for finalization. The Engineer will review the Contractor's preliminary submittal log for completeness in accordance with the Contract Documents. The Engineer will note any corrections or modifications necessary and return to the Contractor for finalization.

The Engineer will review shop drawings and O&M manuals that are submitted by the Contractor(s) for construction of each Capital Improvement Project. Activities for this task include: maintaining a submittal log; reviewing shop drawings and O&M manuals; determining the acceptability of substitute materials and spare parts proposed by the Contractor; providing review comments; and transmitting copies of accepted shop drawings and O&M manuals to the City and the Contractor(s).

The Engineer will provide the services of a full time Resident Field Engineer and Resident Observer(s) to coordinate and observe the overall progress and quality of the executed work performed by the Contractor(s) and determine, in general, if such work is proceeding in accordance with the Contract Documents, construction plans & specifications, and construction schedules. On the basis of such observations, the Engineer will correspond with the City regarding any concerns regarding the quality and progress of the executed work.

The Engineer will issue interpretations and clarifications, and prepare drawings in response to Requests for Information (RFIs) from the Contractor. The Engineer will provide general technical information and additional data or drawings to the Contractor to resolve unforeseen conditions encountered during construction and provide clarifications and interpretations of the Contract Documents. When an RFI results in possible changes to the work, the Engineer will prepare a Request for Proposal (RFP) and obtain a proposal from the Contractor. The Engineer will be responsible for processing and tracking RFIs, RFPs and proposals. The Engineer will have the primary responsibility for responding to RFIs and will evaluate, provide a recommendation and process RFPs and proposals for each contract.

The Engineer will evaluate specific problems or unusual circumstances that may arise. The Engineer will have the authority, as City's representative, to require special inspections and/or testing of the work; act as initial interpreter of the requirements of the Contract Documents; and evaluate the acceptability of the work performed by the Contractor. The Engineer will advise the City of potential claims by City or Contractor relating to the acceptability of the work or the requirements of the Contract Documents pertaining to the execution and progress of the work.

The Engineer will conduct weekly construction progress meetings with the Contractor(s) and City representatives. The purpose of the meetings will be to review Contractor's progress during the previous week, discuss work items for the coming week, coordinate with Contractor and subcontractors on-site, coordinate with City Operation staff, discuss and resolve construction activity issues, material testing schedule, and other project related issues.

The Engineer's Resident Field Engineer and Resident Observer(s) will attend progress meetings, weekly or as otherwise scheduled, with the Contractor(s) and City. The Engineer's Geotechnical Subconsultant and representatives from materials testing firm, manufacturers of equipment, as well as City Operation staff will be invited, when necessary, to attend the weekly construction meetings in order to facilitate communication and coordination between the parties.

Following each construction progress meeting, the Engineer will prepare draft meeting minutes, and submit to the City, Contractor, other attendees and involved parties for review and comment. Wording of the final meeting minutes will be approved at the next construction progress meeting and final copies will be distributed to the City, Contractor, other attendees and involved parties.

The Engineer will have primary responsibility for reviewing the Contractor's initial construction schedule and monthly updates. The Engineer will assist the City with the processing of monthly pay request(s). The Engineer will compare the project status indicated by the progress schedule to the payment amount requested by the Contractor and make a recommendation to the City, in writing, regarding the appropriateness of the pay request. The Engineer's opinion will be based on the observations of the Resident Observer(s), weekly progress meetings, information provided by the City, and review of data accompanying the pay request including stored materials lists.

A Change Order is required whenever there is a change in the Work as defined by the Contract Documents that results in a change in the Contract Amount and/or the Contract Time. The Engineer will assist the City with the preparation and processing of Change Orders. The Engineer will prepare Change Order Forms and make revisions to the Drawings or Specifications as necessary with City concurrence.

The Engineer will coordinate and participate in a Substantial Completion Site Review. Following the Review, the Engineer will prepare a list of items of work remaining. Following notification by the Contractor that the work is complete and remaining work items have been addressed, the Engineer will coordinate and participate in a Final Project Site Review to determine if the work is complete in accordance with the requirements of the Contract Documents. Based on satisfactory results of the Final Project Site Review, the Engineer will recommend, in writing, final payment to the Contractor and give written notice to the City and the Contractor that the work is complete in accordance with the Contract Documents.

The Engineer will obtain certified as-built drawings from the Contractor and the Contractor's licensed surveyor, and prepare Record Drawings based on the information received. The Engineer will coordinate with the Contractor and the City throughout the construction period and review updated as-built drawings on a monthly basis. The Engineer will not perform survey services during construction to verify the accuracy of the as-built records received from the Contractor. The Engineer will provide the City with signed and sealed Record Drawings, and a CD-ROM of the Record Drawings in AutoCad and PDF format with a directory of contents.

The Engineer will compile construction data, record drawings, and prepare Certifications of Construction Completion for the Project. The Engineer will also prepare a Final Letter of Map Revision to the Federal Emergency Management Agency (FEMA) for the completed project.

The Engineer will provide the services of a professional to assist and oversee the start-up of the Wastewater Treatment Facility. This work will include initially monitoring the system balance and start-up of the process equipment by each respective vendor. The Engineer will also coordinate City staff training with each vendor and consolidation of O&M Manuals. Further, the Engineer will provide three (3) weeks of on-site plant observation and consultation with the City during the initial week of feeding raw wastewater to the facility. Afterwards, the Engineer will visit the facility once per week for eight (8) weeks to check on plant operation.

The Engineer will provide full-time administration, observation and clerical support services during the construction of the project. In addition, the Engineer will provide part-time Technical Services on an as needed basis if requested by the City to supplement the Engineer's Resident Field Engineer and Resident Observer(s) during critical construction periods. The Resident Field Engineer will provide onsite technical support to the City during construction and the administrative assistant will provide onsite clerical support for both the Engineer and City.

The Resident Field Engineer will assist the Engineer's Project Manager during the project by:

1. Serving as an onsite point of contact for the Contractor(s), and the City's Staff.
2. Coordinating and supervising the onsite activities of the Engineer's personnel and subconsultants.
3. Coordinate the Contractor's interactions with the City's Staff.
4. Coordinating communications between the Contractor(s) and the City including coordinating the preparation of responses to Contractor's correspondence.
5. Receiving RFI's, RFQ's, and proposals, and distributing them to the appropriate staff for logging, review and processing.
6. Serving as a point of initial response for Contractor RFI's
7. Scheduling QA testing, periodic site visits, performance testing, start-up testing, pre-installation conferences, Substantial and Final Project Reviews, and pre-installation or specialty conferences.

8. Coordinating the Substantial and Final Project Reviews and assisting with the preparation of a list of remaining work items.
9. Preparing for and attending pre-construction conferences, construction progress meetings, and pre-installation or specialty conferences.
10. Coordinating and assisting with the review of the Contractor's Construction Progress Schedule updates and monthly pay requests.
11. Coordinating the preparation of monthly progress reports to the City.

The Engineer will provide full-time Resident Observer(s) to observe the Contractor's construction and to verify that the Project is constructed in accordance with the conformed plans and specifications. The Observer(s) will perform, and complete the following activities and services:

1. Attend meetings with the City and Contractor, such as weekly and monthly progress meetings, pre-installation or specialty conferences and other project-related meetings.
2. Coordinate his duties with the City's project staff, and assist with the on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
3. Report to the Resident Field Engineer and report to him and the City's Project staff whenever the Observer believes that any work is unsatisfactory, faulty or defective; does not conform to the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test or approval required to be made. The Observer will advise the Resident Field Engineer and City's Project Staff of work that should be corrected or rejected; uncovered for observation; or requires special testing, inspection or approval.
4. Coordinate the efforts and activities of the testing subconsultants and review test results.

The Engineer's Observation services may be performed during simultaneous construction activities.

The Engineer's Observer will observe performance and start-up testing of pumps, generators, HVAC systems, air compressors, process equipment, pump and tank level control systems, and other equipment and systems as required by the Contract Documents. When appropriate, the Resident Observer will observe the performance and start-up tests. When specialized experience or expertise is needed, the Resident Field Engineer will schedule the appropriate personnel to observe the testing.

The Engineer will provide the services of a soils and materials firm to provide compaction, concrete and asphalt testing as required to provide a quality assurance check that the Contractor's testing results complies with the specifications. Testing fees will be listed as a not to exceed amount based upon the number of tests anticipated.

Deliverables

1. Ten (10) sets of conformed Contract Documents with half-sized drawings at the pre-construction conference

2. Ten (10) sets of full-sized conformed drawings at the pre-construction conference
3. Five (5) sets of full-sized signed and sealed record drawings
4. Five (5) sets of half-sized record drawings copies for distribution to City staff
5. One (1) electronic file of Record Drawings on CD-ROM with a directory of contents

Wastewater Treatment Facility Operational Support

The Engineer will provide support to the City regarding staffing and training of the new Wastewater Treatment Facility. Specific detailed tasks and scope will be developed based upon the City's preferences for operation of the Facility and this Task Order will be amended to include those services.

Task Order Schedule

Each of the Tasks associated with this Task Order will be conducted concurrently in order to provide the maximum level of support to the City and expedite the overall Project schedule.

<i>Task</i>	<i>Estimated Time for Completion</i>	<i>Estimated Time to Completion from Task Order Approval</i>
Phase A - Wastewater Treatment Facility Process Selection and Preliminary Design		
<i>Influent Testing Program</i>	6 months	6 months
<i>Geotechnical Investigation</i>	6 months	6 months
<i>Topographic Survey</i>	3 months	6 months
<i>Preliminary Design</i>	9 months	9 months
<i>SRF Facilities Plan and Loan Application</i>	6 months	6 months
<i>DBO Model Program Development</i>	3 months	6 months
<i>Local Workforce Involvement Model Program Development</i>	3 months	6 months
Phase B - Wastewater Treatment Facility Design and Permitting		
<i>Final Design - Wastewater Treatment Facility</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Site Preparation – Design Phase</i>	To be Negotiated	To be Negotiated
<i>Lagoon Closure Master Plan</i>	To be Negotiated	To be Negotiated
Phase C - Wastewater Treatment Facility Bid and Construction Phase Services		
<i>Bid Phase Services</i>	To be Negotiated	To be Negotiated
<i>Construction Phase Services</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Operational Support</i>	To be Negotiated	To be Negotiated

Task Order Fee Schedule

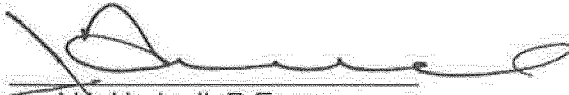
<i>Task</i>	<i>Fee Terms</i>	<i>Fee Authorization</i>
Phase A - Wastewater Treatment Facility Process Selection and Preliminary Design		
<i>Influent Testing Program</i>	Hourly, Not-To-Exceed	\$250,000
<i>Geotechnical Investigation</i>	Hourly, Not-To-Exceed	\$200,000
<i>Topographic Survey</i>	Hourly, Not-To-Exceed	\$132,000
<i>Preliminary Design</i>	Lump Sum	\$2,600,000
<i>SRF Facilities Plan and Loan Application</i>	Hourly, Not-To-Exceed	\$46,000
<i>DBO Model Program Development</i>	Hourly, Not-To-Exceed	\$175,000
<i>Local Workforce Involvement Model Program Development</i>	Hourly, Not-To-Exceed	\$90,000
Phase B - Wastewater Treatment Facility Design and Permitting		
<i>Final Design - Wastewater Treatment Facility</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Site Preparation – Design Phase</i>	To be Negotiated	To be Negotiated
<i>Lagoon Closure Master Plan</i>	To be Negotiated	To be Negotiated
Phase C - Wastewater Treatment Facility Bid and Construction Phase Services		
<i>Bid Phase Services</i>	To be Negotiated	To be Negotiated
<i>Construction Phase Services</i>	To be Negotiated	To be Negotiated
<i>Wastewater Treatment Facility Operational Support</i>	To be Negotiated	To be Negotiated
TOTAL		\$3,493,000

Mayor Johnny L. DuPree, PhD
Page 18 of 18

Please indicate your acceptance of this Task Order by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

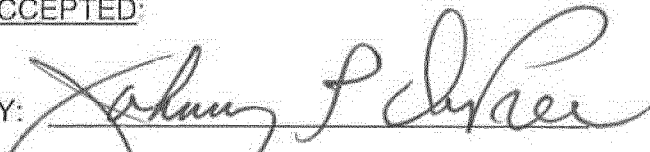
Sincerely,

NEEL-SCHAFFER, INC.



Joel H. Hudnall, P.E.
Chief Operating Officer

ACCEPTED:

BY: _____
DATE: 10-7-14



City of Hattiesburg, MS

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

Master

File Number: 2014-1430

File ID: 2014-1430

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/01/2014

Brief Title: 2015 FERRARA TRUCK

Final Action: 10/07/2014

Minute Book Number: MB2014-306

Title: Approve Purchase of a 2015 FERRARA 100 ft. Ladder Truck in the amount of Seven Hundred Sixty-Four Thousand Two Hundred Twenty-Nine dollars and no cents (\$764,229.00) by the City of Hattiesburg Fire Department.

Notes:

Sponsors:

Enactment Date:

Attachments: 2015 FERRARA Quote

Enactment Number:

Contact:

Meeting Date:

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve Purchase of a 2015 FERRARA 100 ft. Ladder Truck in the amount of Seven Hundred Sixty-Four Thousand Two Hundred Twenty-Nine dollars and no cents (\$764,229.00) by the City of Hattiesburg Fire Department.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1430

Title

Approve Purchase of a 2015 FERRARA 100 ft. Ladder Truck in the amount of Seven Hundred Sixty-Four Thousand Two Hundred Twenty-Nine dollars and no cents (\$764,229.00) by the City of Hattiesburg Fire Department.



FERRARA FIRE APPARATUS, INC.

HGAC PRODUCT PRICING FORM

Date: 09/11/2014

Vendor: Ferrara Fire Apparatus, Inc.

Prepared By: Eric Adams (800-443-9006)

End User: Mississippi (City of Hattiesburg Fire Department)

End User Contact: Fire Chief Paul Presley

Product Description: Ferrara 107' Rear Mount Ladder

Proposal Number: FS12-13

Series: LC07

Delivery Time: 270 Days

BASE PRICE:

\$667,219.00

HGAC CODE	Published Options:	QTY	EACH	TOTAL
48	Delete Bumper Extension	1	(\$265.00)	(\$265.00)
49	Add Heavy Duty Painted Steel Front Bumper	1	\$2,267.00	\$2,267.00
55	Add Lighted Bumper Guide Poles (Pair)	1	\$463.00	\$463.00
68	Front Disc Brakes ILO "S" Cam Brakes	1	\$1,190.00	\$1,190.00
74	Polished Aluminum Wheels w/Trim (Tandem Axle Chassis) ILO Steel Wheels	1	\$6,368.00	\$6,368.00
90	ISX11.9 500 HP Engine w/EVS4000 ILO ISX 450 w/EVS4000	1	\$909.00	\$909.00
102	65-Gallon Fuel Tank ILO 50-Gallon	1	\$330.00	\$330.00
126	Two-Tone Cab Paint ILO Single	1	\$3,105.00	\$3,105.00
137	Add Engine Tunnel Mounting Plate	1	\$1,090.00	\$1,090.00
138	Add Defroster Fan (Pair)	1	\$357.00	\$357.00
140	Ramco Bus Style Mirrors ILO Standard	1	\$980.00	\$980.00
146	6-Battery System ILO 4-Battery System (Custom Chassis Only)	1	\$780.00	\$780.00
153	Add Manual Cab Tilt Pump	1	\$715.00	\$715.00
214	Add Additional Air Horn Switch (Any Location)	2	\$149.00	\$298.00
224	Add Auxiliary Air Outlet (Each)	1	\$308.00	\$308.00
237	Add Radio Power Circuit (Each)	1	\$293.00	\$293.00
238	Add 12-Volt Outlet (Cigar Lighter) (Each)	4	\$103.00	\$412.00
239	Add Rig Runner 12-Volt Power Strip	1	\$375.00	\$375.00
246	Add Battery Jumper Studs (Pair)	1	\$245.00	\$245.00
247	Center Cab Console/Map Storage	1	\$1,138.00	\$1,138.00
272	Add Antenna Installation - Fire Department Supplied (Each)	1	\$242.00	\$242.00
286	1750-2000 GPM Fire Pump ILO 1500 GPM	1	\$450.00	\$450.00
338	Fire Research "Pump Boss" Pressure Governor ILO Standard	1	\$3,094.00	\$3,094.00
340	Add Hinged Right Side Pump Panel	1	\$851.00	\$851.00
354	Add Additional 2.5" Discharge	1	\$2,277.00	\$2,277.00
360	Add 3" Discharge (FD To Specify Connections)	1	\$2,633.00	\$2,633.00
428	500-Gallon Water Tank ILO 300-Gallon	1	\$3,208.00	\$3,208.00
440	Add Rescue Style Compartments (Both Sides)	1	\$3,910.00	\$3,910.00
447	Add Wheel Well Bottle Storage, Double (Each)	6	\$980.00	\$5,880.00

506	Add Additional Grab Rail (Each)	2	\$86.00	\$172.00
514	Add 250-Pound Roll Out Tray (Each)	3	\$851.00	\$2,553.00
534	Add 110-Volt Tip Receptacle (Each)	1	\$1,240.00	\$1,240.00
535	Add Pinnable Waterway (Aerials Only)	1	\$4,588.00	\$4,588.00
537	Add Remote Ladder Creeper Controls (Aerials Only)	1	\$5,988.00	\$5,988.00
542	Add Blue Rung Lighting	1	\$2,668.00	\$2,668.00
552	Add Paint Aerial Device Other Color ILO White	1	\$5,000.00	\$5,000.00
553	Add Paint Egress & Monitor Job Color ILO Yellow	1	\$472.00	\$472.00
557	Add Roof Ladder Bracket (Base Section)	1	\$1,253.00	\$1,253.00
559	Add Stokes Basket Storage (Base Section)	1	\$2,047.00	\$2,047.00
561	Add Axe Brackets - Pair (Fly Section)	1	\$334.00	\$334.00
562	Add Pike Pole Brackets - Pair (Fly Section)	1	\$322.00	\$322.00
573	Add Additional Whelen 600 Super LED Warning Light (Pair)	1	\$660.00	\$660.00
579	Upgrade Super LED Light to M Series (Pair)	6	\$125.00	\$750.00
584	Add 12-volt Scene Lights (Pair)	3	\$626.00	\$1,878.00
588	LED Clearance Lights ILO Halogen	1	\$793.00	\$793.00
590	LED Rear Turn Light Assembly w/LED Back Up Lights	1	\$1,909.00	\$1,909.00
594	Add GO-Lite Remote Controlled Spotlight	2	\$644.00	\$1,288.00
598	Add Q2B Siren w/Switch (2)	1	\$3,582.00	\$3,582.00
601	Add Additional Siren Speaker (Each)	1	\$592.00	\$592.00
604	LED Strip Lighting ILO Halogen Light (Per Compartment)	17	\$348.00	\$5,916.00
661	Add Whelen Pioneer Light (Each)	10	\$1,890.00	\$18,900.00
676	Paint Interior Compartments (Extruded Body Only)	1	\$2,288.00	\$2,288.00
684	1-6-1 Triple Stripe ILO 4"	1	\$1,013.00	\$1,013.00
701	Add 35' Extension Ladder (Each)	1	\$1,242.00	\$1,242.00
890	Add Ladder Belt (Each)	4	\$218.00	\$872.00
891	Add Folding Wheel Chocks w/Brackets (Pair) - Mounted	1	\$598.00	\$598.00

Total Published Options:

\$112,821.00

Unpublished Options:

16-C4-2220	SmartDock Air Pack Bracket ILO Standard	3	\$498.00	\$1,494.00
N/A	Add Mississippi Pump Test	1	\$538.00	\$538.00
65-C6-0820	Add Tray, EZ Stack Hose, Left Rear	1	\$1,657.00	\$1,657.00
60-03-7301	Add Dunnage Area Compartments	1	\$1,500.00	\$1,500.00
66-C1-1000	Add Shelving/Tray/Tool Board Allowance	1	\$10,000.00	\$10,000.00

Total Unpublished Options:

\$15,189.00

Price Adjustments:

	Add Customer Aerial Discount	1	(\$31,000.00)	(\$31,000.00)
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Total Price Adjustments:

(\$31,000.00)

Non-Equipment Charges:

				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Non-Equipment Charges:

\$0.00

Price Breakdown:

	Base Price:			\$667,219.00
	Total Published Options:			\$112,821.00
	Total Base + Published Option Price:			\$780,040.00
	Total Unpublished Options:			\$15,189.00
	Total Price Adjustments:			(\$31,000.00)
	Total Non-Equipment Charges:			\$0.00
	% of Unpublished vs. Base & Published			1.95 %
	Purchase Price (each):			\$764,229.00
	Quantity:			1
	Purchase Price:			\$764,229.00

Total Purchase Price:

\$764,229.00



Helping Governments Across the Country Buy

PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777 • 1-800-926-0234

CONTRACT PRICING CONFIRMATION

TO:

Chief Paul Presley

FROM:

Jackie Palmer

City of Hattiesburg, MS

DATE:

9/24/2014

FAX NUMBER:

TOTAL NO. OF PAGES INCLUDING COVER:

RE:

Price Verification

REFERENCE:

Ferrara Fire Apparatus, Inc.

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT PLEASE REPLY ☐ PLEASE RECYCLE

Chief Paul Presley,

We have reviewed the referenced quote provided through HGACBuy Contract FS12-13. Our review finds the pricing in compliance with the terms of the contract.

If you purchase both units the multiple discounts will apply per the pricing form.

Please advise if we can assist further in this matter.

Thank you.

Note: All purchase orders must include the following information:

Mississippi ILC#08-2041

Mississippi Contract #5-070-29966



City of Hattiesburg, MS

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

Master

File Number: 2014-1427

File ID: 2014-1427

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 09/30/2014

Brief Title: HOME Recapture Provision & Downpayment
Assistance Program Policies and Guidelines

Final Action: 10/07/2014

Minute Book Number: MB2014-306

Title:

Adopt the City of Hattiesburg's HOME Recapture Provisions; and Adopt the updated Downpayment Assistance Program Policies and Guidelines; said provisions and policies maintain the City of Hattiesburg's compliance with the requirements for U.S. Department of Housing & Urban Development programs. {Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: 2014 HOME Recapture
ProvisionsHUDApprovedFINAL, Downpayment
Assistance Program Guidelines

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt the City of Hattiesburg's HOME Recapture Provisions; and Adopt the updated Downpayment Assistance Program Policies and Guidelines; said provisions and policies maintain the City of Hattiesburg's compliance with the requirements for U.S. Department of Housing & Urban Development programs. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1427

Title

Adopt the City of Hattiesburg's HOME Recapture Provisions; and Adopt the updated Downpayment Assistance Program Policies and Guidelines; said provisions and policies maintain the City of Hattiesburg's compliance with the requirements for U.S. Department of Housing & Urban Development programs. {Entitlements}

Summary

HOME Recapture Provision & Downpayment Assistance Program Policies and Guidelines

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**HOME Recapture Provisions
City of Hattiesburg
2014**

The City of Hattiesburg administers HOME-funded activities, including:

- ❑ Homeowner-Occupied Rehabilitation,
- ❑ Homebuyer activities, including:
 - Downpayment assistance with HOME EN funds,
 - Homebuyer activities via CHDO development, and
 - Combination of CHDO development and HOME EN Downpayment assistance
 - Acquisition & Sale to Homebuyer

In all HOME activities, the City of Hattiesburg employs Recapture as the method by which HOME investment is protected for the period of affordability. The HOME investment to be protected is described as the “direct subsidy,” which includes the HOME investment that enabled the homebuyer to purchase a property (or the total HOME expenditure in the case of Homeowner Rehabilitation). Direct subsidy includes two components: 1) downpayment assistance, closing costs or other HOME assistance provided directly to the homebuyer, and 2) the difference between the fair market value and a reduced sales price which is attributable to HOME development assistance. These two components will be added together to identify the direct subsidy amount to be protected by the Recapture provisions.

Specifically, the City imposes Recapture requirements in accordance with 24 CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, prorata, over the course of the affordability period.

In practice, the City will calculate the number of months that a beneficiary has satisfied the applicable affordability period and will divide that number by the total number of months of the applicable affordability period. The resulting percentage is the proportion of the affordability period that has been satisfied. The total award amount will be multiplied by this percentage. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture. The City may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

Example: A Homebuyer received HOME assistance in the amount of \$10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying \$10,000 (total award) by 33.33% (portion satisfied) equals \$3,333. The total award can be reduced by this amount (\$10,000 - \$3,333) to arrive at the amount to be recaptured - \$6,667. This \$6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only \$2,000 in net proceeds is available at sale, only \$2,000 will be recaptured. If \$20,000 in net proceeds is available at sale, only \$6,667 will be recaptured.

Further, the City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining affordability period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability for the new buyer based on the details of their own HOME assistance.

Activity-Specific Exceptions:

Homeowner-Occupied Rehabilitation: The City has elected to impose affordability periods in its Homeowner Occupied Rehabilitation program, which are not required by 24 CFR Part 92.

However, the affordability periods applied will be as follows:

- ❑ 3 years for Rehabilitation \$25,000 or less.
- ❑ 5 years for Rehabilitation greater than \$25,000.
- ❑ 10 years for Reconstruction.

In the case of Homeowner Occupied Rehabilitation, as with other programs, the City will allow subsequent buyers to assume the remaining affordability period should the subsequent buyer be determined income-eligible for HOME purposes. Additionally, in the case of death of the homeowner(s), or in the case of foreclosure, the City may elect to waive the remaining affordability period and applicable recapture amount.

City of Hattiesburg

Downpayment Assistance Program

Policies and Guidelines, 2014

With funding from the U.S. Department of Housing & Urban Development, the City of Hattiesburg administers a Downpayment Assistance (DPA) Program in accordance with its Consolidated Plan and applicable Annual Action Plans, and carries out the program in accordance with the policies and procedures outlined herein. The DPA Program, which will be administered by the City of Hattiesburg ("City") Department of Federal & State Programs' Community Development Division (CDD), will utilize HOME Investment Partnership (HOME) Program funds as determined eligible in 24 CFR Part 92.205 and these policies that follow. Under this section, grantees may use HOME funds to assist income-eligible homebuyers on certain costs related to the acquisition of a home.

Purpose

The goal of the Downpayment Assistance Program is to provide financial assistance to low- to moderate-income (LMI) households, acquiring their first home and to encourage successful, sustainable homeownership. Funds provided may be applied toward closing costs, downpayment, or in certain cases, a subsidy on the cost of a home such that it makes the home affordable.

This program is considered a "forgivable loan," which is not to be confused with a "grant." The City employs a Recapture provision to protect any HOME funding or direct assistance to the buyer that is created as a result of any HOME investment. The Recapture provision protects this amount for the applicable affordability period. For specifics on the Recapture provisions, please refer to the City's Recapture Policy.

Eligible Area

The Downpayment Assistance Program is not limited to certain areas of the City, but any home purchased with HOME assistance MUST be within the Hattiesburg corporate limits. Please refer to the Community Development Division for assistance in determining whether or not a house is in the corporate limits.

Note: While DPA is not limited to certain areas of the City, potential buyers should be aware of additional restrictions – particularly flood insurance requirements – that will be required of homes in a flood zone that are acquired using HOME assistance. The City can assist in determining whether or not a particular house is located in such a zone. In some instances, it may be necessary to attain a flood elevation certificate to determine with certainty whether a particular house is in the flood zone. In such instances, the potential buyer (or seller) is responsible for ordering/attaining such a certificate as well as the associated cost.

Basic Requirements for Eligibility

Household income must be less than 80% of the Area Median Income (AMI). Household income takes into consideration income sources for all occupants age 18 and older. Income sources taken into consideration include but are not limited to: earned income, tips, wages, retirement income, annuity income, Social Security income, disability income, income from investments, military income, pensions, etc.

Applicants are first time homebuyers, that is, have no record of homeownership (anywhere) in the last three (3) years. *(Exceptions: Those dislocated homemakers (divorce) or Life circumstances (fire, natural disaster)).*

Elected officials of the City of Hattiesburg and employees responsible for the administration, management and oversight of the program (Community Development Division staff) and their immediate family members (spouse, child, parent, and siblings) are NOT ELIGIBLE for Down Payment Assistance thru the City of Hattiesburg.

Homebuyer Education Counseling. Clients must attend and complete – documented by a certificate – a pre-purchase homebuyer-counseling course. The course must have been completed within 12-months of the submittal of an application, and all residents that will be on the deed OR on the mortgage must complete the course. The Community Development Division can direct clients to approved counseling providers who have met the following qualifications and may offer their services free of charge:

- The agency's housing counseling curriculum complies with national standards found at: <http://www.homeownershipstandards.com>
- The agency can provide pre-purchase education in a classroom setting but at least two (2) out of eight (8) hours must be face-to-face individual counseling.

Qualify for a mortgage with a primary lender. The DPA Program is intended to supplement other financing in an effort to make acquisition affordable for the buyer. Clients will be required to allow information sharing between the City and their lending institution. Mortgages must be fixed-rate, for a term not to exceed 30-years.

Be prepared to acquire a home within 6-months of preliminary approval for funding (reserving funds for the purchase).

Intend to immediately occupy the home as a primary residence following closing.

Housing Eligibility

The purchase price of the home cannot exceed the fair market value as determined by an independent appraisal (likely to be obtained as a requirement of the primary lender) but no more than the HUD published limit for existing and new construction.

Houses/units intended for purchase must be inspected by the Community Development Division's Housing Inspector.

Houses/units must be code compliant prior to closing.

Houses built prior to 1978 that have evidence of flaking or deteriorated paint, including paint chips on the floor or in the yard surrounding the house, must be tested for lead-based paint hazards, and hazards must be remediated prior to closing.

- Lead hazard testing is to be performed at the buyer or seller's expense as they may agree, which may also be settled at closing if allowed by both the testing company and the closing attorney.
- If necessary, remediation cost is additionally the responsibility of the buyer or the seller as they may agree.
- Following remediation, the testing company must be scheduled to return and test any abated areas (if abatement was required) and provide a clearance test for those areas, and the CDD Housing Inspector must visually verify that no deteriorated conditions remain. The clearance testing is additionally the responsibility of the buyer or the seller as they may agree.

New construction units must have received a Certificate of Occupancy from the City of Hattiesburg prior to closing.

Houses/units must be in a condition deemed to be decent, safe, and sanitary prior to closing.

Houses/units must have features and amenities that are common to comparable units, and that one would reasonably expect to be present.

Assistance may be limited or denied if/when features or amenities are determined to be unnecessary luxuries if such features or amenities impact the cost of the house (excessive square footage, unreasonable number of bedrooms, excessive cost per square foot, etc.).

Transaction Requirements

Personal Contribution: Buyers must contribute a minimum of 1% of the purchase price or \$500, whichever is less, from their own resources. Personal contribution to an Individual Development Account (IDA) can count toward the personal contribution requirement, but matched funds within the IDA are not considered personal contribution for this purpose.

Front End Ratio: The maximum percentage of monthly income that can be spent on housing (principal, interest, taxes, insurance) is 33%. However, lenders may have more stringent guidelines.

Back End Ratio: The maximum percentage of monthly income that can be spent on housing and all other debt combined is 41%.

Personal Assets: Buyers must have assets on hand following closing of at least three (3) times the monthly housing cost (PITI). Buyers with cash, savings and investment assets totaling more than \$25,000 in non-retirement accounts will be required to apply any amount over \$25,000 toward the purchase as personal contribution before figuring eligibility for DPA-participation.

Qualified Mortgage: The primary loan must be a "Qualified Mortgage" under the requirements of the Consumer Protection Financial Bureau (CFPB) outlined at 12 CFR 1026.43(e). Qualified Mortgages, among other features, limit total points and lender fees to reasonable levels. They also strictly limit pre-payment penalties and contain many other features intended to protect consumers.

Interest Rates: Interest rates must be competitive and must NOT be a "Higher Priced" loan as defined by CFPB. Higher priced loans are those that exceed the Average Prime Offer Rate by more than 1.5% as of the date of the loan's rate lock. Loans can be checked against the Average Prime Offer Rate by visiting the following website: <http://www.ffiec.gov/ratespread/newcalc.aspx>

Award Amount

Maximum: \$20,000.00

Minimum: \$1,000.00

Not all buyers will qualify for the maximum assistance. The funding amount available to a specific client will depend on a variety of factors determined in the bank and City underwriting processes and throughout the processing of an application. Variable factors include market value, purchase price, buyer's ability to borrow, funding available to the borrower, and HUD's Homeownership Value limits to name a few. The City's underwriting requirements are described in more detail below.

Affordability Period

HOME-assisted activities must abide by applicable affordability periods. If a home purchased with HOME assistance is sold during the affordability period, or if the house/unit ceases to be the principal residence of the intended beneficiary-household of a DPA award, the City's Recapture Policy will be applied. Affordability periods may vary depending on the amount of HOME funding invested and the direct financial assistance to the beneficiary as a result of HOME investment. Affordability periods as defined by HUD are as follows*:

Less than \$15,000	5 years
\$15,000 to \$40,000	10 years
More than \$40,000	15 years

**The periods and descriptions above are only intended to describe those activities involving the Downpayment Assistance Program. Other affordability periods may apply to other types of HOME-funded activities such as Owner-occupied rehab, Reconstruction, and new construction of rental housing.*

Eligible Use of Funds

DPA funds may be applied to:

- Closing Costs attributable to the buyer
- Downpayment requirements of the lender
- Principle (mortgage) reduction subsidy toward making the home more affordable (Note: can also be offered via a developer such as a Community Housing Development Organization [CHDO])

Application Processing

Interested applicants may apply for downpayment assistance at any time prior to their real estate closing, but due to the amount of time necessary to review and process the necessary documentation, it is recommended that applicants turn in all necessary paperwork at least sixty (60) days prior to intended closing. Under no circumstances can assistance be awarded from this program after closing. Applicants may begin the application process regardless of whether they are under contract on a house or whether they have received full approval from a lending institution for a mortgage.

Step 1 – Pre-Screening Application:

An applicant can pick up a Pre-Screening Application at any time from the CDD office. The Pre-Screening Application serves as an opportunity to inform the applicant of the basic requirements of the DPA program, and gathers basic information about the applicant to help identify whether or not the applicant may be eligible. Information gathered will include, but may not be limited to:

- ☐ Name, address, phone number
- ☐ Number of adults and number of children in household
- ☐ Estimate of household income
- ☐ Identification of any household debt (credit cards, vehicles, medical, etc.)
- ☐ Whether the applicants have received homebuyer counseling (and from what source)
- ☐ Name and phone number of lender and representative the applicant is working with
- ☐ Name and phone number of the realtor the applicant is working with (if applicable).
- ☐ Approvals for sharing application information between the City, the lender, any other sources of financing such as other grant sources, and the applicant's realtor, if applicable.
- ☐ Whether the applicant has identified a house for purchase and whether they are under contract.
- ☐ Signed DPA Grant Guidelines Acknowledgement Form

Completion of the Pre-Screening Application does NOT guarantee an award of funding.

The CDD will review the pre-screening application to determine whether or not all basic qualifying factors are met. If there are any qualifying factors that are not met, the CDD will write a letter to the applicant to notify them of their ineligibility to continue in the application process. If there are items of concern revealed in the review of the pre-screening application, the applicant will be notified in writing that they may proceed with the application process, but also notifying them of the concerns, and if appropriate, a meeting or telephone call will be scheduled with the applicant to ensure they are aware of the guidelines of the program. If there are no concerns, and if the applicant has not been deemed ineligible, the CDD will write a letter to the applicant informing them of such and that they are free to proceed with the application process.

In addition to reviewing basic qualifying factors during Step 1, the CDD will use information from the pre-screening to calculate the maximum mortgage amount the applicant will qualify for according to the underwriting process for the City's DPA Program. This calculation is done in an effort to assist the potential buyer in determining the price range for houses they may need to consider if they are to proceed with the DPA Program. The applicant will still need to qualify with their lending institution, and it is noted that the lending institution will have its own underwriting process which may be more stringent and may impact the price range further.

Note on Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):

In all acquisitions involving federal funds, it is necessary to notify the seller of the position of the buyer. In the case of the City's DPA program, buyers using DPA funds (or in anticipation of using DPA funds) must provide the prospective seller with notification that 1) federal funds may be used in the acquisition of the property and 2) the buyer/applicant is a private individual (or couple) with no government authority or eminent domain rights. This notification ensures that the seller knows that they are not forced into a transaction through eminent domain.

Unless an applicant is deemed ineligible during the Pre-Screening portion of the application process, they will be provided with a form letter to deliver along with any offers they may make on properties. If an offer has already been made and is under consideration by a seller, or if an offer has already been accepted and the house is under contract, the CDD will provide the applicant with an appropriate form letter to provide to the seller. In either case, the seller is asked to sign and return the letter acknowledging receipt. This part of the process may happen during ANY part of the application process – not necessarily Step 1 – so it is possible that an applicant is into Step 2 before ever using the form letters.

Step 2 – Full Application:

The second step in the application process involves getting detailed information about the household's income, ability to borrow, and thus, continued determination of eligibility for the DPA program. Because any lender also requires much of the information gathered in the Full Application, the City will work with the applicant's lender to gather all source documentation, which intends to save the applicant additional steps in producing information and ensures that the information used by the lender and the City is consistent. Once the applicant is successfully through the pre-screening step and has identified a preferred mortgage lender, the City will contact the mortgage lender and forward all necessary documents and/or checklists as well as the DPA program policies & procedures, and standard template Grant Agreement, Deed of Trust, and Promissory Note for their reference. These documents will be finalized in a later step.

The Full Application packet will require information such as:

- ☐ Mortgage loan qualifying letter
- ☐ Lender's executed loan agreement
- ☐ Homebuyer Counseling Certificate of Completion
- ☐ Documented sources of all income for a minimum of the preceding three (3) months for all income sources for all household members
- ☐ Supporting statements from employers (if requested) to substantiate claims of future income (if different than is projected based on past income)
- ☐ Affidavits identifying any unemployed adults in the household that are at least 18 years of age
- ☐ Most recent three (3) months bank/brokerage/insurance statements
- ☐ Authority from the applicant to verify all information provided with all declared sources and banking/brokerage/insurance institutions

- ❑ Income calculation worksheet
- ❑ Debt-to-Income capacity analysis
- ❑ Signed Protect Your Family...Pamphlet Acknowledgment Form
- ❑ Signed Watch Out...Lead Based Paint Notification Acknowledgement Form
- ❑ Signed Right to Fair Housing Acknowledgement Form

Completion of the Full Application does NOT guarantee an award of funding. Successful completion of the Full Application will result in funds being preliminarily reserved (but not committed) for the applicant. Award of funding will depend on the applicant getting under contract on a house that is eligible for assistance with the program. Funds can be preliminarily reserved for sixty- (60) days. If the applicant cannot get under contract on an eligible property within 60-days, the funds will remain reserved for that applicant as long as other funds are available for other applicants. If funds for DPA assistance are in such demand that other applicants cannot successfully apply for funding, preliminary reservations must be terminated after the 60-day window to make the funds available for other applicants. If an applicant's reservation is canceled for this reason, they may be moved back onto the list if/when more funding is made available to the program (assuming that the applicant has not become ineligible in the interim).

Once an applicant is under contract on an eligible property, they will move to Step 3 in the application process.

Step 3 – House and Final Eligibility:

This last step in determining eligibility takes into consideration the house being purchased and the final underwriting analysis. Documents and information required in this step include:

- ❑ Fully executed contract on the house
- ❑ CDD Housing Inspector's satisfactory review of the home for decent, sanitary, code compliant conditions, as well as deteriorated paint (in pre-1978 homes)
- ❑ CDD Housing Inspector's review of housing amenities
- ❑ Copy of the lender-required appraisal, inspection report, pest inspection, and title opinion
- ❑ Certificate of Occupancy (for new construction)
- ❑ Lead based paint hazard testing reports (where required) and abatement and clearance test reports (where applicable)
- ❑ Final calculation from pro-forma identifying allowable DPA assistance to be completed by the CDD
- ❑ Closing attorney name & contact information

Upon entering a contract for a property, or just prior, the applicant should contact the CDD to schedule a review by the CDD Housing Inspector. This inspection does NOT substitute for a home inspection required by a lender, and any information attained through this inspection is only intended to identify the house's eligibility (or ineligibility) for the DPA program in its condition at the time of the review. If ineligible due to certain conditions, those particular conditions will be identified for the applicant. While it may be possible for an applicant to propose certain terms in a contract that would address any ineligibility conditions, neither the City, the CDD, nor the CDD Housing Inspector can provide guidance or cost estimates on such work or any other information that may unnecessarily impact the negotiation between the buyer and seller.

The City encourages prospective buyers to work with realtors of their choosing and to consider multiple houses prior to making offers. With that, it should be noted that the CDD's Housing Inspector should only be scheduled to review a house for an applicant if 1) they are already under contract, or 2) a contract is under negotiation, or 3) an applicant is anticipating making an offer pending the house's eligibility for the

program. It should be noted that the CDD Housing Inspector may need up to three (3) days to schedule such a review. Additionally, the CDD reserves the right to decline pre-contract reviews by the CDD Housing Inspector due to scheduling conflicts.

It is suggested that when applicants make offer(s) on a property that they are made with the contingency that the buyer receives expected financing, including DPA funds.

With the information from the fully executed contract between the buyer and seller, and with information gathered in previous steps related to the applicant's income and assets, the CDD will prepare a final pro forma of the proposed transaction to determine the final DPA funding amount that is available for to the applicant. The applicant, the lender, and any other financing sources will be notified in writing of the final DPA amount.

At the successful completion of Step 3, the CDD will prepare a DPA Grant Agreement, Promissory Note, and Deed of Trust. Recognizing that each transaction is unique, and that the amount of HOME funds invested or direct assistance provided to a buyer will differ from project to project, the CDD will closely review the details of the transaction to ensure that the appropriate affordability restrictions are applied according to HOME regulations (24 CFR 92.254) and the City's Recapture Policy.

The CDD will present the Grant Agreement to the City Council for approval/execution by the Mayor along with a request for approval to produce a manual check in appropriate advance notice of closing. Once approved and executed, the applicant will have ninety (90) days to close on the property.

Step 4 – Closing preparation:

Following the successful completion of Step 3 and the approval and execution of the Grant Agreement by the City Council and Mayor, respectively, the CDD will forward the Deed of Trust and Promissory Note to the closing attorney to include in the packet of documents to prepare for closing.

The CDD will request of the closing attorney, and other financing parties that the City's Deed of Trust be filed in second position behind the primary mortgage. Position behind other financing sources will only be acceptable if the terms of such other financing sources/programs explicitly require their interest to be secured in a higher position than the City's DPA. In all cases where a "silent second" is involved, the City's DPA interest is to be filed in a higher position than the silent second.

As soon as is possible, the applicant shall notify the CDD of the closing date, and the CDD will confirm the closing date with the closing attorney, lender, and all other financing parties. The applicant must make the CDD aware of the closing date at least three (3) days prior to the closing in order to ensure ample processing time for a check.

Two (2) days prior to the scheduled closing, the CDD will process a requisition for a manual check for the DPA award. The CDD will follow its normal procedure for requisitions and drawdowns, except that no drawdown will be requested until after the successful closing on the property. Once the property has closed, funds will be drawn down. This delay in the draw ensures that no funds are drawn from the U.S. Treasury until it is certain that the closing moved forward. Should a closing fall through at the last minute for any reason, this process ensures that the City does not have to return money to the U.S. Treasury, and can return the printed check to accounting for their cancellation.

The CDD will request of the closing attorney that 1) copies of all closing documents are provided following closing and 2) that filed copies of the Deed of Trust are sent by mail as soon as possible following their filing.

Application Fee

There will be no application fee. However, upon closing, there will be a filing fee related to the filing of the DPA documents in the applicable county's Chancery Clerk's office. This fee should be reflected in the closing documents (HUD-1) and can be covered as a part of the DPA award as an applicable closing cost.

Appeal Process

Applicants will have 30 days from the receipt of a letter informing them of ineligibility to appeal the decision to the Director of the Department of Federal & State programs, in writing, at P.O. Box 1898, Hattiesburg, MS 39403 or at 200 Forrest Street, Hattiesburg, MS 39401. The applicant can provide additional documents at that time for consideration. It should be noted that this appeals process is in place for applicants deemed ineligible. Applicants that may be removed from consideration because they were unable to get under contract on a house and/or because of funding limitations are not considered under this appeal process. Those applicants may still remain eligible, but may have to wait for additional funding to be made available before being considered.

Subordination Policies

After providing assistance to eligible homebuyer's the City has ongoing interests in the success of those buyers from the standpoint of both the HOME program and as a local government concerned about the impact of foreclosures on its residents and neighborhoods. To help prevent future foreclosures and to protect the HOME financial investment in assisted-units, subordination of HOME-funded liens to future refinancing by assisted buyers will only be considered under the following circumstances. This policy will also apply to HOME-funded liens resulting from homeowner rehabilitation programs and to any of the City's subrecipients or CHDOs who hold secondary liens securing direct assistance provided to buyers or homeowners.

- ❑ The new loan must be for the sole purpose of improving the rate and/or extending the term of the existing loan, resulting in a lower monthly payment for the homeowner.
- ❑ The City (including any of its subrecipients or CHDOs who hold secondary liens securing direct assistance provided to buyers) will not subordinate for "cash out" refinancing.
- ❑ For purposes of this requirement, the new loan may allow the assisted homeowner to finance their closing costs without being considered cash out. Additionally, nominal cash back at closing of less than \$500 resulting from last-minute adjustments to payoff figures, closing costs, tax/insurance escrows and the like will not be considered "cash out."
- ❑ The proposed new loan must meet the requirements listed for "Qualified Mortgage" and Interest Rates in the Transaction Requirements section above.
- ❑ Generally, the proposed new loan must result in a lower monthly payment for the assisted owner. The exception to this requirement takes into consideration the circumstances of a household with substantially changed/improved financial condition. Subordination to a loan with a higher monthly payment may be considered when 1) the term of the loan is shortened compared to time left on the current amortization schedule and 2) the new interest rate is lower than the current rate. In considering these terms, the CDD must follow the same underwriting process as is outlined herein for a new DPA award (except that no new HOME funds will be awarded) to ensure the homeowner's ability to afford the new, higher monthly payment. This will ensure that the total financial condition of the household is fully considered before allowing subordination for a loan for a higher monthly payment.



City of Hattiesburg, MS

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

Master

File Number: 2014-1401

File ID: 2014-1401

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/18/2014

Brief Title: Motor Vehicle Assessment Schedule

Final Action:

Minute Book Number: MB2014-306-307

Title:

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Notes:

Sponsors:

Enactment Date:

Attachments: 2014-2015 Motor Vehicle Assessment Schedule, executed 2014-2015 Motor Vehicle Assessment Schedule

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/07/2014					
1	City Council	10/07/2014	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2014-1401

Title

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Summary

Acknowledgement of Motor Vehicle Assessment Schedule.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PUBLIC NOTICE AND ORDER OF BOARD OF
MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, ADOPTING A MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR THE CITY OF HATTIESBURG, MISSISSIPPI,
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014
AND ENDING SEPTEMBER 30, 2015

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi have received from the Mississippi State Tax Commission notice of the adoption of the Motor Vehicle Assessment Schedule by said commission for the fiscal year 2014-2015; and,

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and light trucks is produced only through the computer system of the county tax collector, and is the schedule that is subject for adoption; and,

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, TO-WIT:

The Motor Vehicle Assessment Schedule for the fiscal year 2014-2015 adopted by the Mississippi State Tax Commission under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, Mississippi, for the fiscal year beginning October 1, 2014, and ending September 30, 2015.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in the City Hall located on Forrest Street in said City at 4:00p.m., Monday, November 3, 2014, for the purpose of hearing and taking action on any complaint or objection filed in writing objecting to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified cop hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code of 1972, Annotated.

SO ORDERED AND APPROVED on this, 7th October, 2014.

ATTEST:

Johnny L. DuPre /s/
MAYOR

Sharon Waits /s/
DEPUTY CITY CLERK

Publish (1) Friday 10-10-14
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403

PUBLIC NOTICE AND ORDER OF BOARD OF
MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, ADOPTING A MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR THE CITY OF HATTIESBURG, MISSISSIPPI,
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014
AND ENDING SEPTEMBER 30, 2015

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi have received from the Mississippi State Tax Commission notice of the adoption of the Motor Vehicle Assessment Schedule by said commission for the fiscal year 2014-2015; and,

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and light trucks is produced only through the computer system of the county tax collector, and is the schedule that is subject for adoption; and,

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

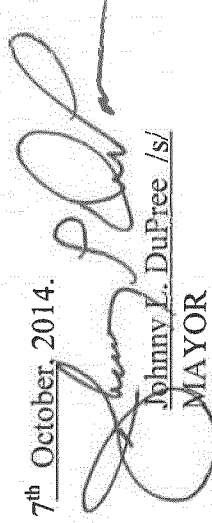
IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, TO-WIT:

The Motor Vehicle Assessment Schedule for the fiscal year 2014-2015 adopted by the Mississippi State Tax Commission under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, Mississippi, for the fiscal year beginning October 1, 2014, and ending September 30, 2015.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in the City Hall located on Forrest Street in said City at 4:00p.m., Monday, November 3, 2014, for the purpose of hearing and taking action on any complaint or objection filed in writing objecting to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified cop hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code of 1972, Annotated.

SO ORDERED AND APPROVED on this, 7th October, 2014.


Johnny L. DuFree /s/
MAYOR

ATTEST:


Sharon Waits /s/
DEPUTY CITY CLERK

Publish (1) Friday 10-10-14
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403



City of Hattiesburg, MS

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

Master

File Number: 2014-1424

File ID: 2014-1424

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/29/2014

Brief Title: Authorize application for grant from Canadian National Railroad

Final Action:

Minute Book Number: MB2014-307

Title: Authorize application for grant from Canadian National Railroad in the amount of \$25,000.00 for assistance with Rails to Trails projects.(nunc pro tunc)

Notes:

Sponsors:

Enactment Date:

Attachments: Grant Application

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Gene Polk

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1424

Title

Authorize application for grant from Canadian National Railroad in the amount of \$25,000.00 for assistance with Rails to Trails projects.(nunc pro tunc)

Summary

Authorize application for grant from Canadian National

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Review request

Please review your application below. Use the "Previous page" button to make changes.

Overview

Where will your initiative have an impact?

United States

Please select the state in which your event or initiative will be based.

Mississippi

Please specify the community where your event or initiative will primarily take place.

Hattiesburg

What type of request are you making? Not sure?

Support of a community project or initiative

What is the approximate total value of your request?

More than \$10,000

How is your organization classified?

A municipality or a public institution

What is your role in relation to this request? Not sure?

I work / volunteer for the organization that will receive the support

CN focuses its funding and support in 3 main areas:

- Safety and sustainability
- Transportation education
- Diversity

In which area is your initiative primarily focused? Learn more

Safety and sustainability

Have you spoken to anyone at CN about this application?

Yes

Please tell us who you spoke to and any other relevant details.

Jim Kvedaras

Has CN provided your organization with funding over the last 12 months?

No

Organization profile

What is the name of your organization?

City of Hattiesburg

Should this request be approved, is the name to which a check would be made payable the same as above?

Yes

Is this a Native American initiative?

No

Please tell us about your organization's mission or purpose. (1-2 sentences only.)

Hattiesburg is a municipality whose primary purpose is to provide its residents with quality services, facilities & other items necessary and/or desirable to its residents. The City is also responsible for ensuring the development of a safe & viable community with sound governmental practices.

Please describe the programs and services your organization provides.

The City of Hattiesburg serves its residents with water, sewer, drainage, transportation, recreation, fire protection, and police protection. The City strives to provide its citizens with a better lifestyle through recreational opportunities. These opportunities include bike trails, pedestrian pathways, and public parks.

What percentage of your funding is used for administration?

0

%

Is your organization a chapter of United Way / Centraide?

No

Contact information

Are you the primary contact person for this request?

Yes

Your contact information

Salutation

Mr.

First name

Lamar

Last name

Rutland

Title

Director of Engineering

Telephone number

601-545-4540

Extension (if available)

Cell phone number (if available)

601-606-2077

Email address (required)

lrutland@hattiesburgms.com

Please re-enter your email address

lrutland@hattiesburgms.com

Address of organization

Address

P.O. Box 1898

Address line 2 (optional)

City

Hattiesburg

State

Mississippi

Zip code

39403-1898

Website address (if available)

hattiesburgms.com

Facebook profile address (if available) (e.g., <http://www.facebook.com/username/>)

Twitter profile address (if available) (e.g., <http://twitter.com/username/>)

http://twitter.com/username/Hattiesburg_MS

Please provide other social networking profiles your organization uses, if applicable.

Request profile

For reference purposes, please provide a name for this project or initiative.

Longleaf Trace to Chain Park

Please enter the amount of financial support you are requesting.

Financial support

Are you requesting a one-time contribution or are you proposing a multi-year commitment?

One-time

Please enter the amount you are requesting.

\$ 25,000

If approved, by what date would you require CN's funding or support?

2015-06-01

Please attach your project budget.

File: LLT to Chain Pa.pdf

Size: 7 Kilobytes

How much have you raised to date?

\$ 518,373

Do you have other funders involved in this initiative?

Yes

Please enter up to five other funders.

Confirmed or Tentative	Name	Total funding commitment	Commitment term (years)	In-kind
Confirmed	MDOT	\$ 518,373	1	0.00

Request details

Please describe your project. Tell us about your plans and how this initiative will have a positive impact on the community.

The Longleaf Trace to Chain Park Project is in-line with the Pine Belt Pathways plan which was made a part of the 2011 Metropolitan Planning Organizations (MPO) Transportation Plan. It features an 8 foot multi-use pathway connecting the Train Depot to Chain Park. The path is a continuation of the Longleaf Trace, a 41-mile rails-to-trails project that begins in Prentiss, Mississippi and currently ends at the University of Southern Mississippi. Future expansion will extend the Trace to the Train Depot in Summer 2015.

This project will continue the MPO's goal to develop a non-motorized network that will: promote healthy lifestyles by opening up new venues for walking, jogging and biking; enhance quality of life by interconnecting neighborhoods; relieve pressure from the existing transportation system; preserve the natural environment by reducing traffic emissions; provide biking infrastructure across the city; and integrate non-motorized modes of transportation within the current system.

What are the predicted outcomes for this initiative? Not sure?

Please use the fields below to enter an outcome and any associated indicator(s). To enter more than one outcome, use the "Add another outcome" link.

What is a predicted outcome for this initiative?

Opening new venues for walking, jogging and biking

What measurable indicator(s) will determine that you have been successful in achieving the above-described outcome?

The extension of the Longleaf Trace to Chain Park will increase the length of the multi-use trail to approximately 55 miles from Prentiss, MS to the Leaf River. In addition to extending this already popular venue, the City hopes to receive a Bicycle Friendly City - Bronze Status with the construction of additional bicycle friendly infrastructure.

What is a predicted outcome for this initiative?

Healthier residents through increased access to parks and recreational facilities and safer pedestrian routes.

What measurable indicator(s) will determine that you have been successful in achieving the above-described outcome?

Increased use of recreational facilities would be a major indicator of success. The City could also look to medical surveys or nationwide studies for healthy towns that would indicate the overall success of increases in recreational facility access through the city. Decrease in pedestrian/motor vehicle related accidents would also provide an indicator of success in providing safer alternative routes for pedestrians and cyclists.

What is a predicted outcome for this initiative?

Interconnection of neighborhoods, community facilities, cultural resources, education and major employment centers.

What measurable indicator(s) will determine that you have been successful in achieving the above-described outcome?

The City would anticipate an increase in activity at local parks, recreational facilities and cultural venues located along the trail, including the Longleaf Trace, Chain Park, The Historic Train Depot, the Hattiesburg Zoo, and many other destinations found in Hattiesburg. The City would also anticipate the ability of unemployed residents in low-income neighborhoods surrounding the project to now have access to major education and employment centers such as the University of Southern Mississippi, Forrest General Hospital and government job opportunities in Downtown Hattiesburg.

What is a predicted outcome for this initiative?

Healthier environment.

What measurable indicator(s) will determine that you have been successful in achieving the above-described outcome?

The City of Hattiesburg would anticipate improvements in emissions generated by motor vehicles. Emission reductions would result from decrease in congestion along local traffic corridors anticipated as a result of increased use of the multi-use trail to access education, employment, recreation and cultural venues throughout the city.

Who will benefit from this program?

The Longleaf Trace to Chain Park Project is part of broader plan for Hattiesburg to connect all parks, recreational and cultural facilities. Upon completion of this project, the Trace will extend from Prentiss, Mississippi to the Leaf River providing regional connectivity to resources in the region. Most notable connections will be the University of Southern Mississippi and Forrest General, two of the city's largest employers, the Hattiesburg Zoo, Downtown, the Train Depot and Chain Park. Future connections will include the Gordon's Creek Park, a linear pathway that connects neighborhood parks and cultural assets, William Carey University, and East Hardy Park.

This interconnectivity of the City of Hattiesburg will benefit all residents, including low-income residents who need alternative transportation routes in order to earn a living. It also provides regional benefits by connecting areas outside the city an affordable and safe transportation network through Hattiesburg

How will CN's contribution be recognized?

All sponsors will be acknowledge at the beginning of the project through a press release and at the end of the project during the ribbon cutting, which CN will be invited to attend. Any media coverage for the project will include acknowledgement of sponsorships and grant funding.

Do you have a yearly review process to measure your organization's goals and achievements?

This project is part of the Hattiesburg, Petal, Forrest, Lamar Metropolitan Planning Organization (MPO) plan and will be partially funded by the MS Depart. of Transportation (MDOT) through this organization. The MPO board meets regularly and will be responsible for monitoring project progress and will assess its success when planning future non-motorized transportation projects for the region.

on.

The Hattiesburg City Council will also be responsible for monitoring the progress of this project. As representatives of the people of Hattiesburg, they are responsible for approving expenditures and assist in moving projects forward that benefit residents.

The Pine Belt Pathways is a volunteer organization that developed a plan for future bike and pedestrian paths throughout Hattiesburg. Their plan was adopted as part of the MPO plan and will be monitored by this organization to ensure successful completion of part of their long-range plan for interconnectivity of the city.

CN is interested in following up on the projects we support. Please tell us when this initiative will end or when you anticipate being in a position to provide us with an evaluation of its success.

2016-08-31

Do you have any essential documents that should be attached to support your application?

Yes

Please attach your document(s) using the Browse button below. (You may attach a maximum of 3 files.)

Attach file

File: Project Map.pdf

Size: 6 Megabytes

File: Project Connect.pdf

Size: 4 Megabytes

Agreement:

By submitting this application I confirm that I have the authority to submit this request and agree to the conditions described below.

- (a) All information contained herein is true and accurate to the best of my knowledge;
- (b) Should CN agree to provide support for the initiative proposed in this application, I agree that information about this initiative may be highlighted in some of CN corporate communication vehicles,
- (c) Should CN agree to provide support for the initiative proposed in this application, I agree to abide by any sponsorship or partnership rules agreed upon with CN, and
- (d) Should CN agree to provide support for the initiative proposed in this application, I agree to complete a project or event evaluation after the initiative has taken place.

☒ I have read the Agreement above and agree to all the terms therein.

◀ Previous page

Print request

Submit request



City of Hattiesburg, MS

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

Master

File Number: 2014-1425

File ID: 2014-1425

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/30/2014

Brief Title: Pinebelt Community Services - CDBG Public Service
Grant Award

Final Action:

Minute Book Number: MB2014-307

Title:

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed \$5,000.00; Authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: Public Service - Pinebelt Community Services -
Meals, executed Public Service - Pinebelt Community
Services - Meals

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1425

Title

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed \$5,000.00; Authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Summary

Pinebelt Community Services - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
PINEBELT COMMUNITY SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of October, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main St., Hattiesburg, MS 39401) for an amount not to exceed **\$5,000.00**. This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to provide Public Services to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. **SCOPE OF SERVICE**

A. **Activities**

The Subrecipient will utilize the CDBG funding to support the programs and capacity of the Meals Program. The Subrecipient intends to benefit approximately 70 people (40 households) including both individuals fed on-site, and elderly and/or disabled shut-ins that are served by delivery.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from the Meals Program. It is understood that the nature of the Subrecipient's services – serving individuals that are homeless, elderly, or disabled – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on an unduplicated number of all people (and households) served during the course of the agreement. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due November 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. **National Objectives**

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. **Implementation Schedule**

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	October 14, 2014

Periodic report submitted	November 10, 2014
Request final draw (must submit written request by this date if additional time is needed)	December 8, 2014
Final report submitted	December 20, 2014
Final CDBG-related information entered into IDIS	December 20, 2014

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of October, and end on the 31st day, December, 2014. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$5,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food, paper/plastic products, and other consumables	\$4,000.00
Stipends for volunteer delivery drivers (gas cards)	\$1,000.00
TOTAL	<u>\$5,000.00</u>

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 **\$5,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Pinebelt Community Services
City of Hattiesburg Federal & State Programs CDBG 601-545-4597 601-554-1006	Kenneth Fairley, Executive Director 1101 North Main Street Hattiesburg, MS 39401 Phone: (601) 583-4943 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or

nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that

are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for

low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Pinebelt Community Services

By: _____
Kenneth Fairley, Executive Director

Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG -- FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 4 / 08 / 2014

Organization Name: Pinebelt Community Services

Organization Representative: Ms. Lucille Bass

Telephone: (601) 544-8332 Email: lucillebass@hotmail.com

DUNS Number (Required) 878182752

Is the Agency/Organization a registered 501c(3)?

☒ YES ☐ NO

Proposed Grant Activities:

1. Preparation and Delivery of Meals
2. Preparation and serving of Meals
3. Distribution of excess and donated commodities

Numeric Goals & Objectives as stated in the statement of work:

1. Deliver weekly 115-120 meals to elderly and disabled persons and households
2. Prepare and serve 110 to 130 meals to low income, homeless, and at risk of homelessness families
3. Distribute and deliver 100 to 150 food baskets to low income families

Does the applicant agree that **progress reports** will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period? ☒ YES ☐ NO

How many people are projected to directly benefit from this service? 325 to 400 persons / families

Who is the intended clientele of this service? Low-income persons, homeless, and those at risk of homelessness

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?

☒ YES ☐ NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?

☒ YES ☐ NO

Is the agency capable of properly documenting household income verification data?

☒ YES ☐ NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?

☒ YES ☐ NO

Does the agency have a system for identifying "New" unduplicated clients?

☒ YES ☐ NO

If no, explain steps sub-grantee will take to establish such a system:

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? ☒ N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? ☐ YES ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☒ N/A ☐ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

YES NO

If not, explain: Because of cost Financial Statements are Compiled not Audited

Are there any outstanding audit issues ?

YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

☒ YES NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

☒ YES NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

☒ YES NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

☒ YES NO

Will the project produce program income?

YES ☒ NO*The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A ☒ YES NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES ☒ NO

Will price/rate quotations be obtained from an adequate number of qualified sources?

☒ YES NO

Will purchases over \$25,000 be put out to formal bid?

☒ YES NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

☒ YES NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Lucille Bass, Lora Posey

Will time logs be maintained?

YES ☒ NO

Are employees' taxes withheld on paychecks?

☒ YES NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES ☒ NO

This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.

Signature of Authorize Representative Kristen E. [Signature]

PROPOSED BUDGET

<u>BUDGET CATEGORY</u>	<u>AMOUNT</u>
Food	\$ 9,500
Travel (Delivery and local)	\$ 5,500
Consumable Supplies	<u>\$ 2,000</u>
TOTAL	\$17,000

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMENT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
PINEBELT COMMUNITY SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 7th day of October, 2014 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main St., Hattiesburg, MS 39401) for an amount not to exceed **\$5,000.00**. This agreement shall terminate on or before the 31st day of December 2014, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to provide Public Services to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support the programs and capacity of the Meals Program. The Subrecipient intends to benefit approximately 70 people (40 households) including both individuals fed on-site, and elderly and/or disabled shut-ins that are served by delivery.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from the Meals Program. It is understood that the nature of the Subrecipient's services – serving individuals that are homeless, elderly, or disabled – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on an unduplicated number of all people (and households) served during the course of the agreement. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due November 10, and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	October 14, 2014

Periodic report submitted	November 10, 2014
Request final draw (must submit written request by this date if additional time is needed)	December 8, 2014
Final report submitted	December 20, 2014
Final CDBG-related information entered into IDIS	December 20, 2014

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of October, and end on the 31st day, December, 2014. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$5,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food, paper/plastic products, and other consumables	\$4,000.00
Stipends for volunteer delivery drivers (gas cards)	\$1,000.00
TOTAL	<u>\$5,000.00</u>

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 **\$5,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Pinebelt Community Services
City of Hattiesburg	Kenneth Fairley, Executive Director
Federal & State Programs	1101 North Main Street
CDBG	Hattiesburg, MS 39401
601-545-4597	Phone: (601) 583-4943
601-554-1006	Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or

nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that

are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for

low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

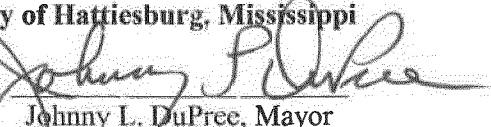
XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS THEREOF,

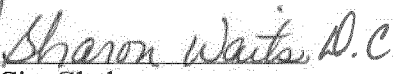
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: 

Johnny L. DuPree, Mayor

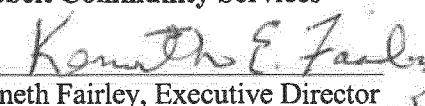
Date: 10-7-14

Attest: 

City Clerk

Date: 10-7-14

Pinebelt Community Services

By: 

Kenneth Fairley, Executive Director

Date: 10-7-14

Attest: 

Date: 10-7-14

CITY OF HATTIESBURG -- FEDERAL & STATE PROGRAMS
CDBG PUBLIC SERVICE APPLICATION FORM

GENERAL INFORMATION

Date: 4 / 08 / 2014

Organization Name: Pinebelt Community Services

Organization Representative: Ms. Lucille Bass

Telephone: (601) 544-8332

Email: lucillebass@hotmail.com

DUNS Number (Required) 878182752

Is the Agency/Organization a registered 501c(3)?



NO

Proposed Grant Activities:

1. Preparation and Delivery of Meals
2. Preparation and serving of Meals
3. Distribution of excess and donated commodities

Numeric Goals & Objectives as stated in the statement of work:

1. Deliver weekly 115-120 meals to elderly and disabled persons and households
2. Prepare and serve 110 to 130 meals to low income, homeless, and at risk of homelessness families
3. Distribute and deliver 100 to 150 food baskets to low income families

Does the applicant agree that **progress reports** will be submitted to the City of Hattiesburg on a quarterly basis (or more frequently if requested) for the entirety of the grant period? ☒ YES NO

How many people are projected to directly benefit from this service? 325 to 400 persons / families

Who is the intended clientele of this service? Low-income persons, homeless, and those at risk of homelessness

RECORD KEEPING

Is the agency capable of maintaining detailed client records for accurately reporting its accomplishments?



NO

Is the agency aware of the requirement to verify the household income of clients when the activity is intended to benefit low- to moderate-income individuals?



NO

Is the agency capable of properly documenting household income verification data?



NO

Will the agency rely on the most current HUD Income Limits (currently 2010)?



NO

Does the agency have a system for identifying "New" unduplicated clients?



NO

If no, explain steps sub-grantee will take to establish such a system: _____

CONTRACTUAL COMPLIANCE:

Grantor Recognition: Is the agency capable of "prominently labeling" activities, facilities, items utilized, and all publications made possible as a result of the grant (i.e. CDBG-funded by the City of Hattiesburg)? ☒ YES ☐ NO

When applicable, is the organization capable of abiding by Section 3 requirements (12 USC 1701, Housing and Urban Development Act, and 24 CFR 135) requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the areas of the project. ☒ YES ☐ NO

If applicable construction is a part of the grant activity, is the agency capable of abiding by the requirements of the Davis-Bacon Act? ☒ N/A ☐ YES ☐ NO

Have any fair housing concerns been filed against the agency? ☐ YES ☒ NO
If so, provide the current status of the concern of complaint: _____

If applicable, is the fair housing logo displayed in program materials? ☒ N/A ☐ YES ☐ NO

EMPLOYEE RELATIONS

Does the agency have an employment application? ☒ YES ☐ NO

Does the organization have written employment and personnel policies for review? ☒ YES ☐ NO

Does the organization have policies/procedures to address personnel complaints? ☒ YES ☐ NO

Are EEO Posters utilized? ☒ YES ☐ NO

RECORDKEEPING AND DOCUMENTATION

An agreement between the City and a subgrantee/subrecipient must specify that records/documents be maintained including:

- Description of activities to be taken;
- Information indicating that a National Objectives is being met by the activities conducted;
- Eligibility information demonstrating eligibility of activities;
- Documents on use of CDBG funds for acquisition/improvement/use/disposition of property
- Documents showing compliance with fair housing, affirmative action; equal opportunity requirements;
- Financial records;
- Other records (per Subpart K; 24 CFR 570): labor, environmental standards; National Flood Insurance; displacement/relocation/acquisition/replacement of housing; employment/contracting opportunities; lead-based paint; debarred contractors; cost principles, conflict of interest.

Is the agency capable of maintaining applicable records? ☒ YES ☐ NO

Will records be maintained for five years after termination of activities funded under this agreement? ☒ YES ☐ NO

FINANCIAL INFORMATION:

Does sub-grantee have a current audit including a management letter available for review?

YES NO

If not, explain: Because of cost Financial Statements are Compiled not Audited

Are there any outstanding audit issues ?

YES ☒ NO

If yes, explain and describe how issues will be resolved _____

Does the agency have written procedures for approving and recording transactions?

☒ YES NO

Is there a separation of financial functions (approving purchases, recording transactions, etc.)?

☒ YES NO

Does the agency have the components of a financial management system including a chart of accounts, general ledgers, reconciliation, etc.?

☒ YES NO

Is the agency aware that draws against a grant are only available on a reimbursement basis, for eligible expenses agreed upon in the program budget, and supported by adequate documentation submitted to the City (time sheets if salary; invoices if supply or equipment purchased, etc.)?

☒ YES NO

Will the project produce program income?

YES ☒ NO*The answer to this question will not automatically qualify or disqualify the activity. If income will be produced as a result of the activity, follow-up discussion may be necessary to clarify expectations and requirements of both parties.*

If any portion of a salary will be paid with CDBG funding, is the agency capable of maintaining adequate timesheets, also documenting time spent on activities other than the CDBG-funded activity?

N/A ☒ YES NO**PROCUREMENT INFORMATION**

Will any of the work done under this program be contracted out?

YES ☒ NO

Will price/rate quotations be obtained from an adequate number of qualified sources?

☒ YES NO

Will purchases over \$25,000 be put out to formal bid?

☒ YES NO

If applicable, will the agency utilize the Department of Labor's list of Disadvantaged Enterprises?

☒ YES NO**ORGANIZATION INFORMATION:**Identify employees working on this activity: Lucille Bass, Lora Posey

Will time logs be maintained?

YES ☒ NO

Are employees' taxes withheld on paychecks?

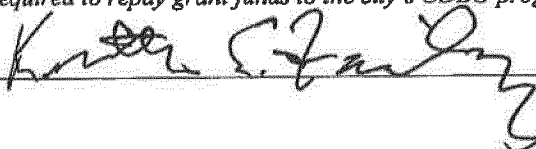
☒ YES NO

Will any board members / employees or their immediate families be assisted under the proposed activity?

YES ☒ NO

This application/questionnaire is intended as a means to identify qualified organizations, and in no way promises funding from any source. By signing below, the organization attests that all information contained herein is accurate, and that if granted funds, the organization will comply with all applicable regulations. Additionally, the organization understands that if information in this application is later found to be inaccurate or if the organization in any way fails to comply with CDBG requirements, the organization may be required to repay grant funds to the city's CDBG program.

Signature of Authorize Representative



PROPOSED BUDGET

<u>BUDGET CATEGORY</u>	<u>AMOUNT</u>
Food	\$ 9,500
Travel (Delivery and local)	\$ 5,500
Consumable Supplies	<u>\$ 2,000</u>
TOTAL	\$17,000



City of Hattiesburg, MS

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

Master

File Number: 2014-1418

File ID: 2014-1418

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/29/2014

Brief Title: Approve Specifications and Authorize Publication of Advertisement for bids on Sewer Phase IV San Antonio, East Hardy & Lakeview.

Final Action:

Minute Book Number: MB2014-307

Title:

Approve Plans and Specifications for the COMSWIP Water and Sewer Improvements Project Sewer Phase IV Rehabilitation of San Antonio, East Hardy and Lakeview Street project; Authorize advertisement for bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Cover Letter, Sewer Phase IV - Specifications & Contract documents, Unexecuted Advertisement for Sewer Phase IV, executed Advertisement for Sewer Phase IV

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Gene Polk

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1418

Title

Approve Plans and Specifications for the COMSWIP Water and Sewer Improvements Project Sewer Phase IV Rehabilitation of San Antonio, East Hardy and Lakeview Street project; Authorize advertisement for bids for same.

Summary

Approve Plans and Specifications for the COMSWIP Sewer Phase IV Rehabilitation of San Antonio, East Hardy and Lakeview Street project; Authorize advertisement for bids for same.

Budget Information

Purchasing Item

Sealed Bid

Publication Information

Hattiesburg American and Clarion Ledger

Oct 16, 2014 and Oct 23, 2014



Engineering Progress

September 22, 2014

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

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer Improvements Phase VI
Rehabilitation of San Antonio, East Hardy and Lakeview Areas
City of Hattiesburg

Lamar,

Enclosed please find a set of the specifications and contract documents, opinion of probable cost, and plans for the above referenced project to be submitted for approval at the next council meeting.

Upon approval, please have advertised in the Hattiesburg American on October 16th and 23rd.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'John T. Weeks', written over a horizontal line.

John T. Weeks, P.E.
Project Engineer

/rs

Enclosure

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS

FOR THE
CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI

SEPTEMBER 2014



PREPARED BY:
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on November 20, 2014** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$100.00, 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:

**COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS
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 7th day of October A.D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Sharron Waits, City Clerk

Publish on 10/16/2014 and 10/23/2014
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 November 20th, 2014, 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 COMSWIP SEWER PHASE VI, REHABILITATION OF SAN ANTONIO, EAST HARDY AND LAKEVIEW AREAS 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 twenty (20) 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 twenty (20) 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 .

Notice to Bidders #1

Comprehensive Sewer Improvements Phase VI

Rehabilitation of San Antonio, East Hardy, and Lakeview Area

The OWNER has previously completed a televised inspection and evaluation of the work area defined by this project. The information is available to prospective bidders at the office of Shows, Dearman & Waits, Inc. located at 301 Second Avenue, Hattiesburg, MS.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 120 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 certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) 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

BID PROPOSAL:
COMSWIP SEWER PHASE VI REHABILITATION OF SAN ANTONIO, EAST HARDY,
AND LAKEVIEW AREAS
CITY OF HATTIESBURG

Item No.	Item	Quantity	Unit	Price	Amount
1	12" CIPP	633	LF		
2	15" CIPP	262	LF		
3	18" CIPP	15,494	LF		
4	21" CIPP	1,085	LF		
5	Point Repair, all sizes 0-8' depth	25	LF		
6	Point Repair, all sizes 8'-14' depth	25	LF		
7	Road Repair	50	SY		
8	Mobilization	100%	LS		
	TOTAL BID:				

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

COMSWIP SEWER PHASE VI REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS HATTIESBURG, MISSISSIPPI

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.

PRINCIPAL (L.S.)

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

COMSWIP SEWER PHASE VI REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$ 750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of

financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg

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 **COMSWIP SEWER PHASE VI REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS HATTIESBURG, MISSISSIPPI** 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

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

NOTICE OF AWARD

TO: _____

**Project: COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS
HATTIESBURG, MISSISSIPPI**

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: COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS
HATTIESBURG, MISSISSIPPI

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 120 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, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings,

Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be

complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 Site. The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall

remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible

property (other than Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and

corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a

condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore 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, whether 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 material men, 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 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, material men, 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 therefore 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 there under, 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

PART 1 - GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.03, refer to and are the same pay items listed in the Proposal for Bid. They constitute all of the pay items for the completion of the contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, taxes, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER'S estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Sanitary Sewer Rehabilitation

A. ITEM 1 - 12" CIPP

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured in place pipe in gravity sanitary sewer main as specified in the plans and specification. The cured in place pipe shall be installed without disruption of service to the existing line. The contractor shall be paid per linear foot as measured from center of manhole to center of manhole. Price shall include and necessary cleaning, bypass pumping, maintenance of traffic and any other work which no other pay items are specified.

B. ITEM 2 - 15" CIPP

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured in place pipe in gravity sanitary sewer main as specified in the plans and specification. The cured in place pipe shall be installed without disruption of service to the existing line. The contractor shall be paid per linear foot as measured from center of manhole to center of manhole. Price shall include and necessary cleaning, bypass pumping, maintenance of traffic and any other work which no other pay items are specified.

C. ITEM 3 - 18" CIPP

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured in place pipe in gravity sanitary sewer main as specified in the plans and specification. The cured in place pipe shall be installed without disruption of service to the existing line. The contractor shall be paid per linear foot as measured from center of manhole to center of manhole. Price shall include and necessary cleaning, bypass pumping, maintenance of traffic and any other work which no other pay items are specified.

D. ITEM 4 - 21" CIPP

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured in place pipe in gravity sanitary sewer main as specified in the plans and specification. The cured in place pipe shall be installed without disruption of service to the existing line. The contractor shall be paid per linear foot as measured from center of manhole to center of manhole. Price shall include and necessary cleaning, bypass pumping, maintenance of traffic and any other work which no other pay items are specified.

E. ITEM 5 - Point Repair, All Pipe Sizes, (0-8' Depth)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to repair a line determined for replacement by the engineer after review of the television inspection or other problems associated with the line. The line shall be repaired with SDR- 26 sewer main as required to provide a functioning gravity line. Price shall include pipe, fittings, bypass pumping, traffic control, and bedding material. Contractor shall be paid per foot of pipe installed as directed by the Engineer. The contractor is to review the existing tape to determine the extent of the length of the necessary point repair prior to construction.

F. ITEM 6 - Point Repair, All Pipe Sizes, (8'-14' Depth)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to repair a line determined for replacement by the engineer after

review of the television inspection or other problems associated with the line. The line shall be repaired with SDR- 26 sewer main as required to provide a functioning gravity line. Price shall include pipe, fittings, bypass pumping, traffic control, and bedding material. Contractor shall be paid per foot of pipe installed as directed by the Engineer. The contractor is to review the existing tape to determine the extent of the length of the necessary point repair prior to construction.

G. ITEM 7 - Road Repair

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to repair an approved road removal. Price shall include saw cut of existing pavement, removal of asphalt, disposal of materials, backfill with select material, temporary surface with asphalt milling, maintenance of temporary service, and installation of permanent 6" wearing surface. Contractor shall be paid per neat line quantities for actual repair completed. Payment will not be made until wearing surface is installed.

H. ITEM 8 - Mobilization

Descriptions, Measurement and Payment: The lump sum payment for Item 9 will be full compensation for providing all initial services, bonds, insurance, temporary facilities, and required job mobilization to commence the Work as specified and the removal of all on-site facilities upon completion of the work. The lump sum payment for Mobilization will be made in accordance with the Mississippi Standard Specifications for Road and Bridge Construction.

TECHNICAL SPECIFICATIONS

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled

Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 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: All new sewer shall be SDR-26 PVC sewer pipe. Services shall be 6" and point repairs shall match existing.

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.

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.

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 to the property lines and include a cleanout assembly. Reduction of the service shall be after the cleanout and connect to the existing service.

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 OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staged, 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 competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi State Highway Department or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer 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 ASTM D 2922 Select Backfill Material OR Stabilization Material One per 100 CY	AASHTO T-191 or	1
Bedding Material One per 600 LF		2
Tamped Backfill One per 600 LF		2

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.

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. 9.5mm Mixture

B. 12.5mm Mixture 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 2004 Standard Specifications for Road and Bridge Construction.

B. Asphalt Repair: Temporary Asphalt repair shall be made using 2" thickness of milled asphalt material. Permanent repair shall be 6" of asphalt per the Standard Specification for Road and Bridge Construction.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete in accordance with the Mississippi Standard Specifications for Road and Bridge Construction.

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. Permanent repair shall be 6" of asphalt per the Standard Specification for Road and Bridge Construction.

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.

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.

Cured-In-Place-Pipe (CIPP)

1. Intent

- 1.1. It is the intent of this specification to provide for the reconstruction of existing sewer lines by forming a new pipe within an existing deteriorated pipe, which has generally maintained its original shape. The process is defined as the reconstruction of sewer lines by installation of a thermosetting resin impregnated flexible tube using installation procedures that comply with relevant industry standards. The resin is cured using hot water under hydrostatic pressure or the application of steam pressure within the tube. The Cured-In-Place-Pipe (CIPP) shall extend the full length of the original pipe and shall provide a structurally sound, joint-less, close fitting, and corrosion resistant CIPP.

2. Submittals

- 2.1. Product Data: Provide catalog materials for CIPP products
- 2.2. Manufacturer's Installation Instructions: Indicate special procedures required to install products specified.
- 2.3. Manufacturer's Certificate: Certify that products meet or exceed ASTM designations. Additionally, third party test results supporting the structural performance of the Manufacturer's product shall be submitted to the Engineer for review and approval.
- 2.4. CIPP Installer Certification: Documentation the Installer has successfully installed CIPP on a minimum of 5 different projects over the last 5 years and provide references for each project for verification by Engineer.

3. Materials

- 3.1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- 3.2. The Tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion..
- 3.3. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No dry or unsaturated layers shall be evident.
- 3.4. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- 3.5. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP

which will comply with the structural and chemical resistance requirements of this specification.

- 3.6. The resin used shall be high-grade corrosion resistant isophthalic polyester specifically designed for the cured-in-place pipe (CIPP) being installed. Only PREMIUM, NON-RECYCLED resin shall be used. PET resins or those containing fillers, additives or enhancement agents shall not be used.
- 3.7. The Engineer at his discretion shall have the right to inspect the designated wet-out facility and randomly draw samples of the resin used to wet-out the CIPP used under this contract.

4. Referenced Specifications

- 4.1. Installation and material tests of CIPP must meet the minimum requirements demonstrated in the following ASTM standards:
 - 4.1.1. ASTM F-1216 Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube.
 - 4.1.2. ASTM F1743 Rehabilitation of pipelines by pulled-in-place installation of a CIPP thermosetting resin pipe.
 - 4.1.3. ASTM - D790 Test methods for flexural properties of non-reinforced plastics.

5. Structural Requirements

- 5.1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- 5.2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the Long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in Design.
- 5.3. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- 5.4. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in this Section and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor

= 2.0

Retention Factor for Long-Term Flexural Modulus to be used in Design
(as determined by Long-Term tests described in paragraph 5.2)

= 1% - 75%

Ovality*	= 2%
Enhancement Factor, k	= See Section 5.3
Soil Depth (above crown)*	= Field Measure
Soil Density**	= 120 pcf
Live Load**	= H20 Highway
Design Condition (partially or fully deteriorated)***	= ***

* Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.
(See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in Design.

6. Installation Responsibilities

- 6.1. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic due to the orientation of the sewer and is approved by the Engineer, the Contractor shall institute the actions necessary to do so in accordance with the Manual for Uniform Traffic Control Devices, latest edition. Contractor shall notify the Owner 24 hours prior to any road closures so emergency responders can be notified. The Owner shall also provide free access to water hydrants for cleaning, inversion and other work items requiring water.
- 6.2. Cleaning of Sewer Lines - The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP and thoroughly clean the mainline. The Owner shall also provide a dump site for all debris removed from the sewers during the cleaning operation at the North or South Lagoon. This site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation.
- 6.3. Bypassing Sewage - The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Owner may require a detail of the bypass plan to be submitted.
- 6.4. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner. All segments must be labeled with appropriate PACP ID number for the reviewer.
- 6.5. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident

on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

- 6.6. Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line.
- 6.7. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

7. Installation

- 7.1. The Contractor shall be responsible for delivery, storage, and handling of products. Products shall be kept safe from damage. Damaged products shall be removed from the job site promptly.
- 7.2. Tube Insertion - The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7.3. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
- 7.4. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule.

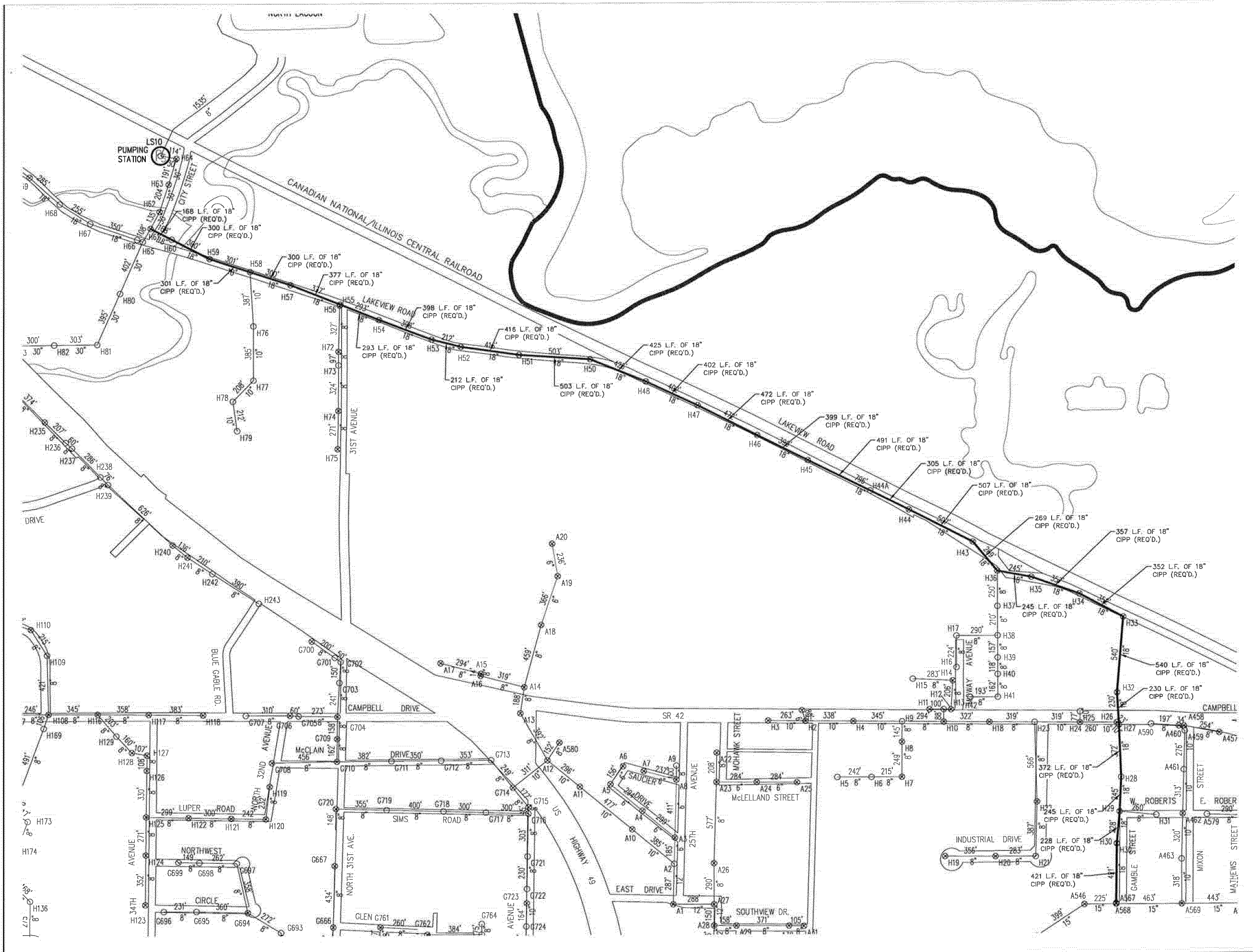
8. Reinstatement of Branch Connections

- 8.1. It is the intent of these specifications that branch connections to buildings on mainlines of 8" or greater be reopened without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of 2 complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the owner or his authorized representative, all active laterals will be reinstated. If there is doubt a connection is live, dye and flush tests shall be performed by the Contractor. It will be the responsibility of the Engineer to view this process and determine if the lateral is to be reinstated. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

- 8.2. Reinstatement of service on 6" main may be cut internally per Section 8.1 or may be open cut. Reference is made to Notice to Bidders #1.

9. Inspection and Testing

- 9.1. CIPP samples shall be prepared and physical properties tested in accordance with ASTM D5813, Section 7, ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.
- 9.2. Wall thickness of samples shall be determined as described in paragraph 6.3.3 of ASTM D5813 or paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87 ½% of the nominal tube thickness and greater than the design thickness as calculated in this specification.
- 9.3. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.
- 9.4. One (1) sample per day per diameter shall be tested to determine if lining materials meet minimum requirements specified in this section. Testing shall be performed by an independent testing laboratory, under contract to the Contractor, in accordance with applicable ASTM Standards.
- 9.5. Final Inspection- Upon completion of installation, sewers shall be CCTV inspected, providing both a video recording and log which identifies all service connections and openings. The entire pipe sections rehabilitated shall be recorded and delivered to the Engineer.



NO.	DATE	DESCRIPTION	BY
LAKEVIEW ROAD WORK AREA			
COMSWIP - PHASE VI			
REHABILITATION			
CITY OF HATTIESBURG, MISSISSIPPI			
			
300 Second Ave. Hattiesburg, MS 39401 (601) 544-1801 (601) 544-0501 sdw.com			
Drawn by: LLS		Checked by: JTW	
Date: JULY 2, 2014		Scale: 1" = 300'	
Drawing No.: 1273-S006		Sheet No.: 3 of 3	

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m.** on **November 20, 2014** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$100.00, 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:

**COMSWIP SEWER PHASE VI
REHABILITATION OF SAN ANTONIO, EAST HARDY, AND LAKEVIEW AREAS
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 7th day of October A.D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Sharon Waits, Deputy City Clerk
Publish on 10/16/2014 and 10/23/2014
City of Hattiesburg

Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m.** on **November 20, 2014** 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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CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon Waits
Sharon Waits, Deputy City Clerk

Publish on 10/16/2014 and 10/23/2014
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2014-1400

File ID: 2014-1400

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/18/2014

Brief Title: USDOJ Jail Diversion Expansion grant award

Final Action:

Minute Book Number: MB2014-308

Title: Acknowledge award and acceptance of USDOJ Jail Diversion Expansion grant in the amount of \$200,000.

Notes:

Sponsors:

Enactment Date:

Attachments: HBG 2014 Jail Diversion award acceptance

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1400

Title

Acknowledge award and acceptance of USDOJ Jail Diversion Expansion grant in the amount of \$200,000.

Summary

Acknowledge award and acceptance of USDOJ Jail Diversion Expansion grant in the amount of \$200,000

Budget Information

Expenditure Type

Grant

Purchasing Item

Publication Information



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 11, 2014

The Honorable Johnny L. DuPree
City Of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor DuPree:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Justice and Mental Health Collaboration Program: Expansion in the amount of \$200,000 for City Of Hattiesburg.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, NiKisha L. Love, Program Manager at (202) 616-8241; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Karol V. Mason", is positioned above the typed name.

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 11, 2014

The Honorable Johnny L. DuPree
City Of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor DuPree:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

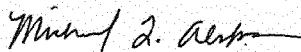
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 11, 2014

The Honorable Johnny L. DuPree
City Of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403 - 1898

Reference Grant Number: 2014-MO-BX-0030

Dear Mayor DuPree:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$50,000
Fringe Benefits	\$11,500
Travel	\$17,100
Equipment	\$0
Supplies	\$0
Construction	\$0
Contractual	\$171,400
Other	\$0
Total Direct Cost	\$250,000
Indirect Cost	\$0
Total Project Cost	\$250,000
Federal Funds Approved:	\$200,000
Non-Federal Share:	\$50,000
Program Income:	\$0

Match is required at 20% for this grant program. The required match has been met.

All individual consultant fees in excess of \$650 per day or \$81.25 per hour for 8 hour day require prior approval of OJP.

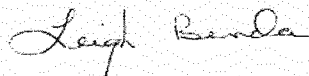
All Sole Source procurement in excess of \$150,000 requires written justification and the prior approval of OJP.

If you have questions regarding this award, please contact:

- Program Questions, NiKisha L. Love, Program Manager at (202) 616-8241
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Benda".

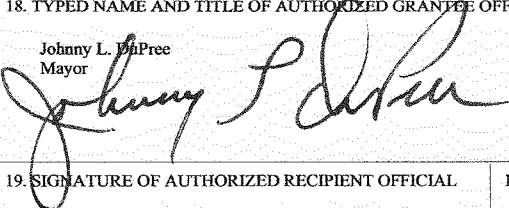
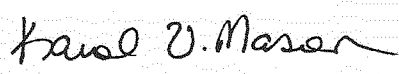
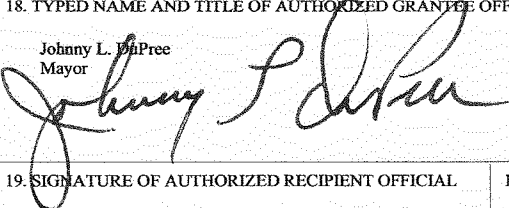
Leigh Benda
Chief Financial Officer



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City Of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39403-1898		4. AWARD NUMBER: 2014-MO-BX-0030	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2016	
		6. AWARD DATE 09/11/2014	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 646000432		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Hattiesburg Jail Diversion Project		10. AMOUNT OF THIS AWARD \$ 200,000	
		11. TOTAL AWARD \$ 200,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 108-414, Mentally Ill Offender Treatment and Crime Reduction Act			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Johnny L. PhPrece Mayor 	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B MO 80 00 00 200000		21. NMOUGT1480	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2014-MO-BX-0030

AWARD DATE 09/11/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2014-MO-BX-0030

AWARD DATE 09/11/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 5

PROJECT NUMBER 2014-MO-BX-0030

AWARD DATE 09/11/2014

SPECIAL CONDITIONS

15. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2014-MO-BX-0030 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
16. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
18. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
19. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
20. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 5

PROJECT NUMBER 2014-MO-BX-0030

AWARD DATE 09/11/2014

SPECIAL CONDITIONS

21. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
22. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
23. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City Of Hattiesburg

The primary purpose of Justice and Mental Health Collaboration Program (JMHCP) is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions are eligible to apply for planning, planning and implementation, or implementation and expansion funding through JMHCP.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2014-MO-BX-0030

PAGE 1 OF 1

This project is supported under Public Law 108-414, Mentally Ill Offender Treatment and Crime Reduction Act

1. STAFF CONTACT (Name & telephone number)

NiKisha L. Love
(202) 616-8241

2. PROJECT DIRECTOR (Name, address & telephone number)

Brett Benson
Grant Coordinator
200 FORREST STREET
HATTIESBURG, MS 39401
(601) 554-1014

3a. TITLE OF THE PROGRAM

BJA FY 13 Justice and Mental Health Collaboration Program: Expansion

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Hattiesburg Jail Diversion Project

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 09/30/2016

9. AMOUNT OF AWARD

\$ 200,000

10. DATE OF AWARD

09/11/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration Program (JMHP) is funded through the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (Public Law 108-414), which was reauthorized in 2008 (Public Law 110-416). The primary purpose of JMHP is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions were eligible to apply for planning, planning and implementation, or expansion funding through JMHP.

The grant recipient will use the expansion grant funds to expand upon or improve their well-established collaboration plan. Grant funds can be used to support the expansion of law enforcement response programs; mental health courts, pretrial services, and diversion/alternative prosecution and sentencing programs; treatment accountability services; specialized training for justice and treatment services professionals; corrections/community corrections, transitional, and reentry services to

create or expand mental illnesses or co-occurring mental health and substance abuse disorders support services; and non-treatment recovery support services coordination and delivery including housing placement, job training, education, primary and mental health care, and family supportive services. CA/NCF



City of Hattiesburg, MS

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

Master

File Number: 2014-1403

File ID: 2014-1403

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/19/2014

Brief Title: USDOJ Byrne 2014 acknowledgement

Final Action:

Minute Book Number: MB2014-308

Title: Acknowledge award and acceptance of USDOJ Byrne Justice Assistance grant in the amount of \$16,598.

Notes:

Sponsors:

Enactment Date:

Attachments: USDOJ Byrne JAG 2014 award

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1403

Title

Acknowledge award and acceptance of USDOJ Byrne Justice Assistance grant in the amount of \$16,598.

Summary

Acknowledge award and acceptance of USDOJ Byrne JAG for \$16,598 to be split 60/40 with Forrest County (\$9,958.80 city / \$6,639.20 FC).

Budget Information

Expenditure Type

Grant

Purchasing Item

Publication Information



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 27, 2014

The Honorable Johnny L. Dupree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Dear Mayor Dupree:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$16,598 for City of Hattiesburg.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tarasa Yates, Program Manager at (202) 305-1780; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 27, 2014

The Honorable Johnny L. Dupree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Dear Mayor Dupree:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

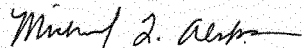
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 8

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39403		4. AWARD NUMBER: 2014-DJ-BX-1178	
		5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2015 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2015	
		6. AWARD DATE 08/27/2014	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 646000432		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Hattiesburg City & Forrest County Byrne FY14 JAG Project		10. AMOUNT OF THIS AWARD \$ 16,598	
		11. TOTAL AWARD \$ 16,598	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Johnny L. Dupree Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 16598		21. ND/UGT1007	



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 8

PROJECT NUMBER 2014-DJ-BX-1178

AWARD DATE 08/27/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

pl



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 8

PROJECT NUMBER 2014-DJ-BX-1178

AWARD DATE 08/27/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2014-DJ-BX-1178

AWARD DATE 08/27/2014

SPECIAL CONDITIONS

16. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
17. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
18. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
19. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
20. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
21. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
22. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2014-DJ-BX-1178

AWARD DATE 08/27/2014

SPECIAL CONDITIONS

23. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
25. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2014-DJ-BX-1178

AWARD DATE 08/27/2014

SPECIAL CONDITIONS

26. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
27. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
31. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
32. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
33. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2014-DJ-BX-1178

AWARD DATE 08/27/2014

SPECIAL CONDITIONS

34. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
35. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.
36. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
37. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.
38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
39. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
40. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
41. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2014-DJ-BX-1178

AWARD DATE 08/27/2014

SPECIAL CONDITIONS

42. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
43. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Hattiesburg

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2014-DJ-BX-1178

PAGE 1 OF 1

This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tarasa Yates
(202) 305-1780

2. PROJECT DIRECTOR (Name, address & telephone number)

Brett Benson
Grant Coordinator
200 Forrest Street
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1014

3a. TITLE OF THE PROGRAM

BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Hattiesburg City & Forrest County Byrne FY14 JAG Project

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2013 TO: 09/30/2015

8. BUDGET PERIOD

FROM: 10/01/2013 TO: 09/30/2015

9. AMOUNT OF AWARD

\$ 16,598

10. DATE OF AWARD

08/27/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

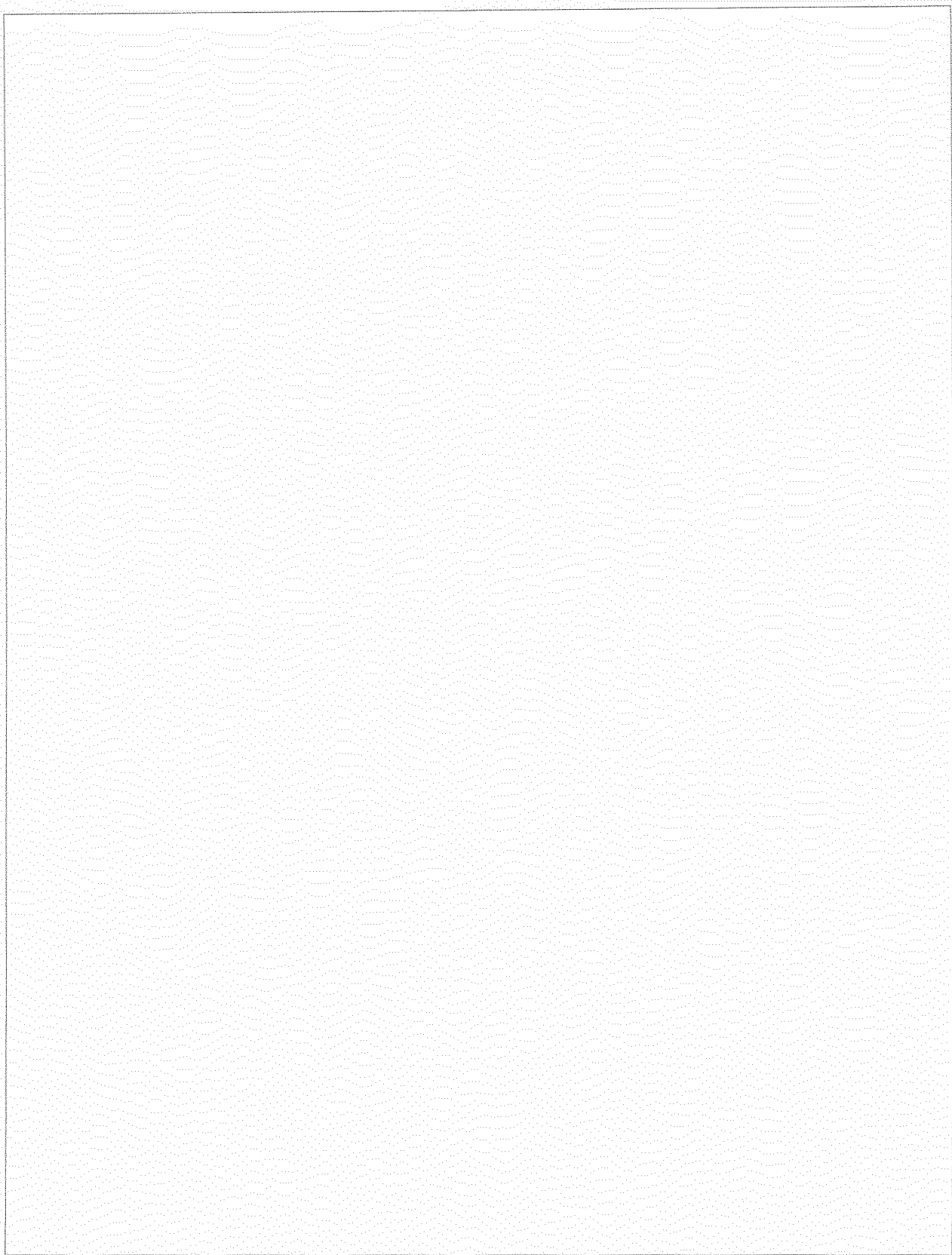
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Hattiesburg City and Forrest County, disparate jurisdictions, will use FY14 JAG award purchase law enforcement equipment and supplies. The Hattiesburg Police Department will be the fiscal agent. The goal is to upgrade law enforcement communications. NCA/NCF





City of Hattiesburg, MS

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

Master

File Number: 2014-1410

File ID: 2014-1410

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/23/2014

Brief Title: Dixie Pipeline 2014 Donation

Final Action:

Minute Book Number: MB2014-308

Title:

Acknowledge donation from Dixie Pipeline Company, LLC, in the amount of Two Hundred Seventy-Five Dollars and zero cents (\$275.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection Fund to purchase fire protection equipment, etc.

Notes:

Sponsors:

Enactment Date:

Attachments: 2014 Dixie Pipeline Donation

Enactment Number:

Contact:

Meeting Date:

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1410

Title.

Acknowledge donation from Dixie Pipeline Company, LLC, in the amount of Two Hundred Seventy-Five Dollars and zero cents (\$275.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection Fund to purchase fire protection equipment, etc.

Summary

Donation



Enterprise Products™

Dixie Pipeline Company LLC
P.O. Box 4736
Houston, TX 77210

WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

CHECK
NUMBER 103208

56-382
412

August 6, 2014

*** VOID AFTER 180 DAYS ***

*****275 DOLLARS AND 00 CENTS

PAY
TO THE
ORDER OF:

CITY OF HATTIESBURG MS
FIRE DEPT
810 N MAIN ST
HATTIESBURG, MS 39401

CHECK AMOUNT
\$275.00



Wendy McCoy
AUTHORIZED SIGNATURE

⑈103208⑈ ⑆041203824⑆ 9500141192⑈



City of Hattiesburg, MS

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

Master

File Number: 2014-1423

File ID: 2014-1423

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/29/2014

Brief Title: Award bid for COMSWIP-Water Expansion Veteran's Memorial Blvd & S. 28th Ave Extension to C. B. Developers, Inc. in the amount of \$1,361,828.84, and authorize Mayor to execute contracts for same.

Final Action:

Minute Book Number: MB2014-308

Title:

Acknowledge bids received September 25, 2014 for the Comprehensive Sewer and Water Investment Project (COMSWIP) Water System Expansion on Veteran's Memorial Blvd & S. 28th Ave. Extension, and award contract to C. B. Developers, Inc. in the amount \$1,361,828.84 as being the lowest and best bid; Authorize Mayor to execute contracts for same upon preparation.

Notes:

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Gene Polk

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1423

Title

Acknowledge bids received September 25, 2014 for the Comprehensive Sewer and Water Investment Project (COMSWIP) Water System Expansion on Veteran's Memorial Blvd & S. 28th Ave. Extension, and award contract to C. B. Developers, Inc. in the amount \$1,361,828.84 as being the lowest and best bid; Authorize Mayor to execute contracts for same upon preparation.

Summary

Award bid for COMSWIP-Water System Expansion on Veteran's Memorial Blvd & S. 28th Ave.

Extension to C. B. Developers, Inc. in the amount of \$1,361,828.84, and authorize Mayor to execute contracts for same.

Budget Information

105695.7245.08

\$1,361,828.84

Expenditure Type

Regular Budget

Purchasing Item

Sealed Bid

Publication Information



Engineering Progress

September 25, 2014

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Water System Expansion on Veteran's Memorial Blvd.
& S. 28th Ave. Extension
City of Hattiesburg

Dear Mr. Rutland:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on September 25, 2014 for the above referenced project.

I am recommending the lowest bidder, CB Developers, Inc. of Hattiesburg, MS in the bid amount of One Million, Three Hundred Sixty One Thousand, Eight Hundred and Twenty Eight Dollars and Eighty Four Cents (\$1,361,828.84).

Enclosed is a copy of the original bid from CB Developers, Inc. and the original bids from all other bidders.

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

Sincerely,

A handwritten signature in black ink, appearing to be 'L. Rutland', written over a horizontal line.

BID TAB September 25, 2014				CB Developers, Inc. 1716 Evelyn Gandy Pkwy, Ste. 40 Hattiesburg, MS 39401		Jay Bearden Construction, Inc PO Box 180428 Richland, MS 39218-0428		C.J. Morgan, Inc. 712 Edgewood Drive Hattiesburg, MS 39401		Hemphill Construction Co. PO Drawer 879 Florence, MS 39073	
Project: Water System Expansion on Veteran's Memorial Blvd. and S 28th Ave Ext.											
Project No. 1270											
BASE BID											
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SITE 1											
1	16" Class 350 Ductile Iron Water Main	15,680	L.F.	\$47.48	\$744,486.40	\$50.00	\$784,000.00	\$51.00	\$799,680.00	\$49.00	\$768,320.00
2	12" Class 350 Ductile Iron Water Main	286	L.F.	\$30.40	\$8,694.40	\$37.00	\$10,582.00	\$36.42	\$10,416.12	\$35.00	\$10,010.00
3	16" Class 350 Ductile Iron Water Main (Bored - No Casing)	120	L.F.	\$96.41	\$11,569.20	\$200.00	\$24,000.00	\$100.00	\$12,000.00	\$180.00	\$21,600.00
4	Bore with 24" Steel Casing (Railroad)-0.375 inch Wall Thickness	262	L.F.	\$430.91	\$112,898.42	\$350.00	\$91,700.00	\$600.00	\$157,200.00	\$670.00	\$175,540.00
5	Bore with 20" Steel Casing (Roadway)-0.250 inch Wall Thickness	245	L.F.	\$246.62	\$60,421.90	\$300.00	\$73,500.00	\$250.00	\$61,250.00	\$250.00	\$61,250.00
6	Tie-in: Proposed 16" to Existing 12" (Straight Connection w/fittings)	1	EA	\$2,018.72	\$2,018.72	\$5,000.00	\$5,000.00	\$3,374.00	\$3,374.00	\$2,600.00	\$2,600.00
7	Tie-in: Proposed 16" to Existing 16" (Straight Connection w/fittings)	1	EA	\$2,153.31	\$2,153.31	\$7,500.00	\$7,500.00	\$3,374.00	\$3,374.00	\$2,900.00	\$2,900.00
8	Tie-in: Proposed 16" to Proposed 12" (Tee & other fittings)	1	EA	\$3,487.42	\$3,487.42	\$6,000.00	\$6,000.00	\$3,874.00	\$3,874.00	\$4,500.00	\$4,500.00
9	Tie-in: Proposed 12" to Existing 12" (Hot Tap w/Valve Assembly)	1	EA	\$6,447.05	\$6,447.05	\$10,000.00	\$10,000.00	\$3,374.00	\$3,374.00	\$6,500.00	\$6,500.00
10	16" Gate Valve	4	EA	\$5,364.54	\$21,458.16	\$6,500.00	\$26,000.00	\$6,000.00	\$24,000.00	\$5,080.00	\$20,320.00
11	12" Gate Valve	1	EA	\$1,987.13	\$1,987.13	\$2,500.00	\$2,500.00	\$2,577.00	\$2,577.00	\$1,870.00	\$1,870.00
12	3 Way Fire Hydrant w/Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	13	EA	\$4,147.45	\$53,916.85	\$5,000.00	\$65,000.00	\$4,500.00	\$58,500.00	\$5,000.00	\$65,000.00
13	Clearing and Grubbing	1	LS	\$17,554.13	\$17,554.13	\$1,000.00	\$1,000.00	\$30,000.00	\$30,000.00	\$47,380.00	\$47,380.00
14	Temporary Erosion Control	1	LS	\$4,095.96	\$4,095.96	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00
15	Grassing	1	LS	\$11,702.75	\$11,702.75	\$1,000.00	\$1,000.00	\$17,500.00	\$17,500.00	\$16,000.00	\$16,000.00
16	Maintenance of Traffic	1	LS	\$4,095.96	\$4,095.96	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
17	Mobilization	1	LS	\$40,959.63	\$40,959.63	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00	\$142,160.00	\$142,160.00
Sub Total					\$1,107,947.39		\$1,119,782.00		\$1,277,119.12		\$1,361,950.00
SITE 2											
1	12" Class 350 Ductile Iron Pipe	2,010	L.F.	\$33.04	\$66,410.40	\$37.00	\$74,370.00	\$41.00	\$82,410.00	\$33.00	\$66,330.00
2	Bore with 20" Steel Casing (Roadway)-0.250 inch Wall Thickness	160	L.F.	\$231.60	\$37,056.00	\$300.00	\$48,000.00	\$250.00	\$40,000.00	\$248.00	\$39,680.00
3	Bore with 20" Steel Casing (Railroad)-0.375 inch Wall Thickness	360	L.F.	\$317.54	\$114,314.40	\$320.00	\$115,200.00	\$380.00	\$136,800.00	\$370.00	\$133,200.00
4	Tie In Proposed 12" to Existing 10" (Tee and Other Fittings)	1	EA	\$2,648.33	\$2,648.33	\$5,000.00	\$5,000.00	\$3,374.00	\$3,374.00	\$2,600.00	\$2,600.00

BID TAB				September 25, 2014		CB Developers, Inc.		Jay Bearden Construction, Inc		C.J. Morgan, Inc.		Hemphill Construction Co.	
Project:		Water System Expansion on Veteran's Memorial Blvd. and S 28th Ave Ext.				1716 Evelyn Gandy Pkwy, Ste. 40 Hattiesburg, MS 39401		PO Box 180428 Richland, MS 39218-0428		712 Edgewood Drive Hattiesburg, MS 39401		PO Drawer 879 Florence, MS 39073	
Project No.		1270											
BASE BID													
Item No.	Item Description			Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
5	Tie In Proposed 12" to Existing 12" (Hot Tap with Valve Assembly)			1	EA	\$6,447.05	\$6,447.05	\$7,500.00	\$7,500.00	\$3,374.00	\$3,374.00	\$6,300.00	\$6,300.00
6	10" Gate Valve			3	EA	\$1,588.06	\$4,764.18	\$2,000.00	\$6,000.00	\$2,388.00	\$7,164.00	\$1,550.00	\$4,650.00
7	12" Gate Valve			2	EA	\$1,957.87	\$3,915.74	\$2,500.00	\$5,000.00	\$2,577.00	\$5,154.00	\$1,870.00	\$3,740.00
8	3 Way Fire Hydrant with Appurtenances			1	EA	\$3,696.90	\$3,696.90	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
9	Temporary Erosion Control			1	LS	\$3,510.83	\$3,510.83	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
10	Grassing			1	LS	\$3,510.83	\$3,510.83	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00
11	Maintenance of Traffic			1	LS	\$1,755.41	\$1,755.41	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00
12	Mobilization			1	LS	\$5,851.38	\$5,851.38	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$45,980.00	\$45,980.00
				Sub Total			\$253,881.45		\$272,570.00		\$306,776.00		\$310,980.00
				Project Total			\$1,361,828.84		\$1,392,352.00		\$1,583,895.12		\$1,672,930.00

BID TAB				September 25, 2014		Greenbriar		Nordan Contracting Co., Inc.		TL Wallace Construction, Inc.	
Project: Water System Expansion on Veteran's Memorial Blvd. and S 28th Ave Ext.				1941 Highway 550 NW Brookhaven, MS 39601-9615		PO Box 336 Saraland, AL 36571-0336		808 Highway 98 Bypass Columbia, MS 39429			
Project No. 1270											
BASE BID											
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
SITE 1											
1	16" Class 350 Ductile Iron Water Main	15,680	L.F.	\$70.00	\$1,097,600.00	\$68.00	\$1,066,240.00	\$70.00	\$1,097,600.00		
2	12" Class 350 Ductile Iron Water Main	286	L.F.	\$50.00	\$14,300.00	\$51.00	\$14,586.00	\$58.00	\$16,588.00		
3	16" Class 350 Ductile Iron Water Main (Bored - No Casing)	120	L.F.	\$60.00	\$7,200.00	\$216.00	\$25,920.00	\$166.00	\$19,920.00		
4	Bore with 24" Steel Casing (Railroad)-0.375 inch Wall Thickness	262	L.F.	\$450.00	\$117,900.00	\$471.00	\$123,402.00	\$2,134.00	\$559,108.00		
5	Bore with 20" Steel Casing (Roadway)-0.250 inch Wall Thickness	245	L.F.	\$350.00	\$85,750.00	\$392.00	\$96,040.00	\$253.00	\$61,985.00		
6	Tie-in: Proposed 16" to Existing 12" (Straight Connection w/fittings)	1	EA	\$2,000.00	\$2,000.00	\$4,976.00	\$4,976.00	\$2,200.00	\$2,200.00		
7	Tie-in: Proposed 16" to Existing 16" (Straight Connection w/fittings)	1	EA	\$2,300.00	\$2,300.00	\$5,077.00	\$5,077.00	\$2,000.00	\$2,000.00		
8	Tie-in: Proposed 16" to Proposed 12" (Tee & other fittings)	1	EA	\$5,000.00	\$5,000.00	\$6,249.00	\$6,249.00	\$2,850.00	\$2,850.00		
9	Tie-in: Proposed 12" to Existing 12" (Hot Tap w/Valve Assembly)	1	EA	\$4,500.00	\$4,500.00	\$6,824.00	\$6,824.00	\$5,340.00	\$5,340.00		
10	16" Gate Valve	4	EA	\$6,500.00	\$26,000.00	\$6,325.00	\$25,300.00	\$5,115.00	\$20,460.00		
11	12" Gate Valve	1	EA	\$2,500.00	\$2,500.00	\$2,702.00	\$2,702.00	\$2,006.00	\$2,006.00		
12	3 Way Fire Hydrant w/Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	13	EA	\$4,300.00	\$55,900.00	\$4,361.00	\$56,693.00	\$3,900.00	\$50,700.00		
13	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$32,250.00	\$32,250.00		
14	Temporary Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$34,200.00	\$34,200.00		
15	Grassing	1	LS	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$12,025.00	\$12,025.00		
16	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00		
17	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$166,200.00	\$166,200.00	\$112,365.00	\$112,365.00		
		Sub Total			\$1,470,950.00		\$1,635,709.00		\$2,037,597.00		
SITE 2											
1	12" Class 350 Ductile Iron Pipe	2,010	L.F.	\$50.00	\$100,500.00	\$54.10	\$108,741.00	\$45.00	\$90,450.00		
2	Bore with 20" Steel Casing (Roadway)-0.250 inch Wall Thickness	160	L.F.	\$350.00	\$56,000.00	\$368.00	\$58,880.00	\$271.00	\$43,360.00		
3	Bore with 20" Steel Casing (Railroad)-0.375 inch Wall Thickness	360	L.F.	\$400.00	\$144,000.00	\$388.00	\$139,680.00	\$396.00	\$142,560.00		
4	Tie In Proposed 12" to Existing 10" (Tee and Other Fittings)	1	EA	\$3,000.00	\$3,000.00	\$6,644.00	\$6,644.00	\$2,540.00	\$2,540.00		

BID TAB

September 25, 2014

Project:

Water System Expansion on Veteran's Memorial Blvd. and S 28th Ave Ext.

Project No.

1270

Greenbriar

1941 Highway 550 NW
Brookhaven, MS 39601-9615

Nordan Contracting Co., Inc.

PO Box 336
Saraland, AL 36571-0336

TL Wallace Construction, Inc.

808 Highway 98 Bypass
Columbia, MS 39429

BASE BID			
Item No.	Item Description	Qty.	Unit
5	Tie In Proposed 12" to Existing 12" (Hot Tap with Valve Assembly)	1	EA
6	10" Gate Valve	3	EA
7	12" Gate Valve	2	EA
8	3 Way Fire Hydrant with Appurtenances	1	EA
9	Temporary Erosion Control	1	LS
10	Grassing	1	LS
11	Maintenance of Traffic	1	LS
12	Mobilization	1	LS
Sub Total			
Project Total			

Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
\$4,500.00	\$4,500.00	\$6,825.00	\$6,825.00	\$5,340.00	\$5,340.00
\$2,000.00	\$6,000.00	\$2,136.00	\$6,408.00	\$1,675.00	\$5,025.00
\$2,500.00	\$5,000.00	\$2,903.00	\$5,806.00	\$2,006.00	\$4,012.00
\$4,300.00	\$4,300.00	\$4,184.00	\$4,184.00	\$3,900.00	\$3,900.00
\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$4,200.00	\$4,200.00
\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$1,800.00	\$1,800.00
\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$2,900.00	\$2,900.00
\$2,000.00	\$2,000.00	\$26,600.00	\$26,600.00	\$48,250.00	\$48,250.00
	\$335,300.00		\$378,768.00		\$354,337.00
	\$1,806,250.00		\$2,014,477.00		\$2,391,934.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on September 25, 2014, and that said tabulation is true and correct to the best of my belief.



Kyle D. Wallace, P.E.

Comments:

*Mathmatical Correction



City of Hattiesburg, MS

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

Master

File Number: 2014-1399

File ID: 2014-1399

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/17/2014

Brief Title: Audit Report for Pine Belt Regional Solid Waste
Management Authority

Final Action:

Minute Book Number: MB2014-308

Title:

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste
Management Authority for the fiscal years ending June 30, 2013 and 2014,
from Nicholson & Company, PLLC(on file in the City Clerk's Office).

Notes:

Sponsors:

Enactment Date:

Attachments: Pine Belt Reginal Solid Waste Managenment
Authority-2013-2014 Audit

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1399

Title

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for
the fiscal years ending June 30, 2013 and 2014, from Nicholson & Company, PLLC(on file in
the City Clerk's Office).

Summary

Pine Belt Regional Solid Waste Management Authority Audit.

Budget Information

Expenditure Type

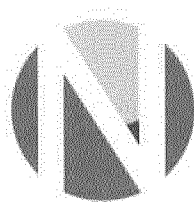
Purchasing Item

Publication Information

**PINE BELT REGIONAL SOLID
WASTE MANAGEMENT AUTHORITY**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended June 30, 2014 and 2013



**Nicholson &
Company, PLLC**

CERTIFIED PUBLIC ACCOUNTANTS/FINANCIAL CONSULTANTS

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority
Petal, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of Pine Belt Regional Solid Waste Management Authority (the Authority), as of and for the years ended June 30, 2014 and 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The combining fund financial statements and the schedule of organizational costs are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining fund financial statements and the schedule of organizational costs are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 8, 2014, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
September 8, 2014

EXHIBIT A

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2014 AND 2013**

ASSETS

	June 30,	
	2014	2013
CURRENT ASSETS		
Unrestricted cash and cash equivalents	\$ 1,102,000	\$ 1,415,398
Accounts receivable	669,985	642,839
Grant receivable - waste tire	10,952	18,608
Prepaid insurance	36,249	34,607
Total current assets	<u>1,819,186</u>	<u>2,111,452</u>
CAPITAL ASSETS		
Building	331,069	331,069
Hattiesburg transfer station	666,914	666,914
Covington transfer station	468,759	468,759
Laurel transfer station	724,782	724,782
Waste tire pads and trailers	49,339	49,339
Landfill facilities	2,140,916	1,912,392
Maintenance facility	274,779	274,779
Cell number one	1,830,327	1,830,327
Cell number two	1,804,604	1,804,604
Cell number three	2,575,041	2,575,041
Cell number four	2,948,979	2,948,979
Rubbish site	44,425	44,425
Office furniture and equipment	31,493	31,493
Vehicles	24,733	24,733
	<u>13,916,160</u>	<u>13,687,636</u>
Less: Accumulated depreciation	<u>(9,861,235)</u>	<u>(9,182,128)</u>
Total depreciable property	<u>4,054,925</u>	<u>4,505,508</u>
Land		
Hattiesburg	61,000	61,000
Covington County	9,830	9,830
Perry County	154,626	154,626
Laurel	34,985	34,985
Total land	<u>260,441</u>	<u>260,441</u>
Total capital assets	<u>4,315,366</u>	<u>4,765,949</u>
NON-CURRENT ASSETS		
Restricted cash and cash equivalents	4,317,146	3,507,140
Construction in progress	266,801	29,408
Organizational costs, net of amortization	215,840	287,787
Other deposits	65	65
Total non-current assets	<u>4,799,852</u>	<u>3,824,400</u>
Total assets	<u>10,934,404</u>	<u>10,701,801</u>

See accompanying notes to financial statements.

EXHIBIT A
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2014 AND 2013**

LIABILITIES AND NET POSITION

	June 30,	
	2014	2013
CURRENT LIABILITIES		
Accounts payable	\$ 308,107	\$ 291,325
Host county fees payable	207,973	197,939
State disposal fees payable	81,818	76,076
Notes payable, due within one year	810,000	775,000
Total current liabilities	<u>1,407,898</u>	<u>1,340,340</u>
NON-CURRENT LIABILITIES		
Accrued liability - closure/post-closure care	2,777,148	2,372,296
Notes payable, due after one year	1,414,000	-
Bonds payable, due after one year	-	2,224,000
Total non-current liabilities	<u>4,191,148</u>	<u>4,596,296</u>
Total liabilities	<u>5,599,046</u>	<u>5,936,636</u>
NET POSITION		
Invested in capital assets, net of related debt	2,358,167	1,796,357
Unrestricted	2,666,953	2,439,792
Restricted for debt service	125,300	124,982
Restricted for habitat conservation	6,848	6,961
Restricted for closure/post-closure care	<u>178,090</u>	<u>397,073</u>
Total net position	<u>\$ 5,335,358</u>	<u>\$ 4,765,165</u>

See accompanying notes to financial statements.

EXHIBIT B

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2014 AND 2013**

	June 30,	
	2014	2013
OPERATING REVENUES		
Disposal fees	\$ 5,763,968	\$ 5,386,053
Waste tire grant	23,712	25,315
Other revenue	85,744	75,888
Total operating revenues	<u>5,873,424</u>	<u>5,487,256</u>
OPERATING EXPENSES		
Host county fee	207,973	197,939
Operating fee - landfill	2,150,468	2,058,570
Office supplies	20,506	3,010
Professional fees	37,331	47,715
Insurance	53,630	49,559
Salaries	109,404	107,709
Payroll taxes	8,094	7,966
State retirement	17,100	15,245
Travel	7,412	9,197
Repairs and maintenance	7,717	25,778
Depreciation and amortization	751,054	381,348
Miscellaneous	169	210
Tire disposal	-	1,775
Habitat expense	4,360	4,306
State disposal fees	154,549	148,025
Other fees	718	695
Telephone	3,293	3,346
Testing costs	8,859	55,886
Leachate fees	33,192	33,670
Transfer haul fees	1,283,012	1,320,080
Closure/post-closure care costs	404,852	28,274
Postage	1,174	1,353
Employee training	2,106	1,003
Dues and subscriptions	998	1,050
Public notices	229	-
Vehicle expense	4,845	4,154
Total operating expenses	<u>5,273,045</u>	<u>4,507,863</u>

See accompanying notes to financial statements.

EXHIBIT B
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2014 AND 2013**

	June 30,	
	2014	2013
OPERATING INCOME	\$ 600,379	\$ 979,393
NON-OPERATING REVENUES (EXPENSES)		
Interest earned	29,794	9,093
Interest expense	(59,980)	(60,350)
Total non-operating revenues (expenses)	(30,186)	(51,257)
NET INCOME	570,193	928,136
NET POSITION, Beginning of fiscal year	4,765,165	3,837,029
NET POSITION, End of fiscal year	\$ 5,335,358	\$ 4,765,165

See accompanying notes to financial statements.

EXHIBIT C

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF CASH FLOWS
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2014 AND 2013**

	June 30,	
	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 5,736,821	\$ 5,589,456
Payments to suppliers	(3,951,624)	(4,210,132)
Payments to employees	(134,598)	(130,920)
Other receipts	117,112	57,249
Net cash provided by operating activities	<u>1,767,711</u>	<u>1,305,653</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of revenue bonds	-	1,474,000
Principal payments	(775,000)	(750,000)
Interest payments on debt	(59,980)	(60,350)
Purchase and construction of capital assets	(465,917)	(1,379,958)
Net cash used by financing activities	<u>(1,300,897)</u>	<u>(716,308)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest earnings	<u>29,794</u>	<u>9,093</u>
Net cash provided by investing activities	<u>29,794</u>	<u>9,093</u>
NET INCREASE IN CASH	496,608	598,438
CASH BALANCES:		
Beginning of fiscal year	<u>4,922,538</u>	<u>4,324,100</u>
End of fiscal year	<u>\$ 5,419,146</u>	<u>\$ 4,922,538</u>
Displayed on the Statement of Net Position (Exhibit A) as:		
Unrestricted cash and cash equivalents	\$ 1,102,000	\$ 1,415,398
Restricted cash and cash equivalents	<u>4,317,146</u>	<u>3,507,140</u>
Total cash balances	<u>\$ 5,419,146</u>	<u>\$ 4,922,538</u>

See accompanying notes to financial statements.

EXHIBIT C
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF CASH FLOWS
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2014 AND 2013**

	June 30,	
	2014	2013
<i>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES</i>		
Operating income	\$ 600,379	\$ 979,393
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	751,054	381,348
(Increase) decrease in:		
Accounts receivable	(27,146)	127,515
Grant receivable	7,656	31,938
Prepaid expenses	(1,642)	(2,427)
Increase (decrease) in:		
Accounts payable	16,782	(249,794)
Other accrued liabilities	420,628	37,681
Net cash provided by operating activities	<u>\$ 1,767,711</u>	<u>\$ 1,305,654</u>

See accompanying notes to financial statements.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity - The Pine Belt Regional Solid Waste Management Authority (Authority) is a public body constituting a political subdivision of the State of Mississippi for the purpose of owning and operating an integrated regional solid waste management and disposal facility. The Authority was incorporated on May 15, 1992, according to Mississippi Code Annotated Section 17-17-309 (Supp. 1992), by the Board of Supervisors of each participating county and the Mayor and governing body of each participating municipality. The Authority is governed by an appointed fourteen member Board of Commissioners. The Board represents the following governing bodies:

1. City of Hattiesburg
2. City of Laurel
3. City of Petal
4. Covington County
5. Jones County
6. Perry County
7. Stone County
8. Jefferson Davis County
9. Greene County

Basis of Presentation - The Authority's basic financial statements consist of proprietary fund statements, including a statement of net position and a statement of revenues, expenses, and changes in fund net position.

Enterprise Fund Statements - The statement of net position and the statement of revenues, expenses, and changes in fund net position display information concerning the Authority as a whole. These statements include the financial activities of the overall government. These activities are financed by fees charged to external parties and income generated by investments.

Measurement Focus, Basis of Accounting

Proprietary Financial Statements - The proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Revenue from grants is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The revenues and expenses of proprietary funds are classified as operating or nonoperating. Operating revenues and expenses generally result from providing services in connections with a proprietary fund's primary operations. All other revenues and expenses are reported as nonoperating.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE TWO YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

All activities and funds of the Authority follow FASB Statements and Interpretations issued on or before November 30, 1989, Accounting Principles Board Opinions, and Accounting Research Bulletins, unless those pronouncements conflict with GASB pronouncements.

Budgets and Budgetary Accounting - For the years ended June 30, 2014 and 2013, the Authority adopted a revenue and expense budget to be used as a management tool that assists its users in analyzing financial activity for each fiscal year.

Deposits and Investments - All excess cash balances are invested by the Authority in financial institutions selected by the Board in accordance with state statutes for the purpose of increasing earnings through investment activities.

Cash consists primarily of amounts on deposit with financial institutions in interest bearing accounts. Cash, other deposits, and investments are reported at fair value at June 30, 2014 and 2013.

The Authority's deposit accounts held at various financial institutions are all collateralized through the State of Mississippi pooled collateralization account. All deposits with financial institutions insured by the Federal Deposit Insurance Corporation (FDIC) must be collateralized in an amount equal to 105% of the uninsured amount.

Cash and Cash Equivalents - For purposes of the statement of cash flows, all highly liquid investments with original maturities of one year or less when purchased are considered to be cash equivalents.

Accounts Receivable - All receivables are shown at their net realizable value. Management expects to collect the entire amounts due and therefore has not established an allowance for uncollectible accounts.

Capital Assets - Purchased or constructed capital assets are reported at cost. Donated fixed assets are recorded at their estimated fair value at the date of donation. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation is removed from the accounts and any gain or loss is included in the results of operations.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE FOUR YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Internal Activity - Quasi-external transactions are accounted for as revenues or expenditures. Transactions that constitute reimbursements to a fund from which expenditures were initially made that are properly applicable to another fund are recorded as expenditures in the fund that is reimbursed. Outstanding reimbursements are recorded as due to or from other funds.

All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as operating transfers.

Use of Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NOTE 2 - CASH AND INVESTMENTS

A summary of cash and trust account balances at June 30, 2014 is as follows:

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
Petty cash	\$ 203	\$ -	\$ -	\$ 203
Unrestricted	854,503	127,986	119,308	1,101,797
Designated for future construction	1,230,499	-	-	1,230,499
Restricted for closure/post-closure care	2,923,202	-	30,689	2,953,891
Restricted for habitat conservation	7,572	-	-	7,572
Restricted for debt service	125,184	-	-	125,184
Total	\$ 5,141,163	\$ 127,986	\$ 149,997	\$ 5,419,146

Restricted cash consists of funds held for construction and in trust, debt service, estimated closure and post-closure care costs and habitat conservation management as required by State and Federal laws and regulations. Cash restricted for debt service is held in trust until debt payments are made. The other funds will be held in trust until the landfill is closed.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE FIVE
YEARS ENDED JUNE 30, 2014 AND 2013**

NOTE 2 - CASH AND INVESTMENTS (Cont.)

At June 30, 2014, the carrying amount of the Authority's deposits was \$5,419,146 and the bank balance was \$6,204,499. The bank balance is categorized as follows:

Amount collateralized with securities held in the State of Mississippi collateral pool on behalf of the Authority	\$ 3,297,846
Amount covered by FDIC	706,074
Uncollateralized	<u>2,200,579</u>
Total	<u>\$ 6,204,499</u>

Custodial Credit Risk - Deposits - Custodial credit risk is the risk that in the event of the failure of a financial institution, the Authority will not be able to recover deposits or collateral securities that are in the possession of an outside party. The Authority does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the Authority. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the Authority.

Restricted funds are held in trust accounts for closure/post-closure costs and habitat conservation. The closure/post-closure money market funds and the habitat conservation funds are not FDIC insured or eligible for the State Pooled Collateral Account.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE SIX

YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 3 - CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2014 was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Capital assets not being depreciated:				
Land	\$ 260,441	\$ -	\$ -	\$ 260,441
Capital assets being depreciated:				
Buildings and improvements	4,378,695	228,524	-	4,607,219
Landfill cells	9,158,951	-	-	9,158,951
Rubbish site	44,425	-	-	44,425
Equipment	105,565	-	-	105,565
Total capital assets being depreciated	13,687,636	228,524	-	13,916,160
Less accumulated depreciation for:				
Buildings and improvements	2,743,824	190,134	-	2,933,958
Landfill cells	6,327,084	486,829	-	6,813,913
Rubbish site	14,457	-	-	14,457
Equipment	96,763	2,144	-	98,907
Total accumulated depreciation	9,182,128	679,107	-	9,861,235
Total capital assets being depreciated, net	4,505,508	(450,583)	-	4,054,925
Total capital assets, net	\$ 4,765,949	\$ (450,583)	\$ -	\$ 4,315,366

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE SEVEN

YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 3 - CAPITAL ASSETS (Cont.)

Capital asset activity for the year ended June 30, 2013 was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Capital assets not being depreciated:				
Land	\$ 260,441	\$ -	\$ -	\$ 260,441
Capital assets being depreciated:				
Buildings and improvements	4,378,695	-	-	4,378,695
Landfill cells	6,209,972	2,948,979	-	9,158,951
Rubbish site	44,425	-	-	44,425
Equipment	105,565	-	-	105,565
Total capital assets being depreciated	10,738,657	2,948,979	-	13,687,636
Less accumulated depreciation for:				
Buildings and improvements	2,555,596	188,228	-	2,743,824
Landfill cells	6,209,985	117,099	-	6,327,084
Rubbish site	12,760	1,697	-	14,457
Equipment	94,386	2,377	-	96,763
Total accumulated depreciation	8,872,727	309,401	-	9,182,128
Total capital assets being depreciated, net	1,865,930	2,639,578	-	4,505,508
Total capital assets, net	\$ 2,126,371	\$ 2,639,578	\$ -	\$ 4,765,949

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEARS ENDED JUNE 30, 2014 AND 2013**

NOTE 6 - LONG-TERM DEBT (Cont.)

Changes in long-term debt for the year ended June 30, 2013 are as follows:

	<u>Balance 6/30/12</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance 6/30/13</u>	<u>Due within one year</u>
Note Payable:					
Promissory note, maturing 2017; interest at 2.07%	\$ -	\$ 1,474,000	\$ 225,000	\$ 1,249,000	\$ 225,000
Promissory note, maturing 2016; interest at 1.95%	<u>2,275,000</u>	<u>-</u>	<u>525,000</u>	<u>1,750,000</u>	<u>550,000</u>
Total long-term debt	<u>\$ 2,275,000</u>	<u>\$ 1,474,000</u>	<u>\$ 750,000</u>	<u>\$ 2,999,000</u>	<u>\$ 775,000</u>

Debt service requirements on long-term debt at June 30, 2014 are as follows:

<u>Year of Maturity</u>	<u>Notes Payable</u>	
	<u>Principal Amount</u>	<u>Interest Amount</u>
2015	\$ 810,000	\$ 44,597
2016	840,000	28,531
2017	<u>574,000</u>	<u>5,941</u>
Total	<u>\$ 2,224,000</u>	<u>\$ 79,069</u>

Interest expense relating to the promissory notes was \$59,980 and \$60,350 for the years ended June 30, 2014 and 2013, respectively.

NOTE 7 - PENSION PLAN

Plan Description - The Pine Belt Regional Solid Waste Management Authority contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, Mississippi 39201-1005 or by calling (601) 359-3589 or 1-800-444-PERS.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE ELEVEN

YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 7 - PENSION PLAN (Cont.)

Funding Policy - PERS members are required to contribute 9% of their annual covered salary and Pine Belt Regional Solid Waste Management Authority is required to contribute at an actuarially determined rate. The current rate is 15.75% of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature. The Pine Belt Regional Solid Waste Management Authority's contributions to PERS for the years ending June 30, 2014, 2013, and 2012 were \$17,100, \$15,245, and \$14,943, respectively.

NOTE 8 - CLOSURE AND POST-CLOSURE CARE COSTS

State and federal laws and regulations require the Authority to place a final cover on its landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty (30) years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the Authority reports a portion of these closure and post-closure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date.

As of June 30, 2014 and 2013, the Authority has accrued \$2,777,148 and \$2,372,296, respectively, for closure and post-closure care costs for both the landfill and rubbish sites. These amounts are included in restricted cash and cash equivalents on the statement of net position. Amounts are estimated based on what it would cost to perform all closure and post-closure care in 2014 and 2013, respectively. Actual costs may be higher due to inflation, change in technology, or changes in regulations.

A reconciliation of current year costs related to closure and post-closure is as follows:

	June 30,	
	2014	2013
Actual cash transfers to trust fund	\$ 146,821	\$ 141,718
Adjustment of liability for operating fund	258,031	(113,444)
Total expense per Exhibit B	\$ 404,852	\$ 28,274

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE TWELVE

YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 8 - CLOSURE AND POST-CLOSURE CARE COSTS (Cont.)

The Authority is required by state and federal laws and regulations to make annual contributions to a trust to finance closure and post-closure care for the landfill. The Authority is in compliance with these requirements, and, at June 30, 2014 and 2013, amounts of \$2,953,891 and \$2,779,100 are held in trust for these purposes. Although not currently required by state or federal laws and regulations, management has restricted \$30,689 for closure costs related to the rubbish site. These funds are reported as restricted cash and cash equivalents on the statement of net position. The Authority expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs will need to be covered by the Authority.

The Authority is currently operating under Phase I of a long-term plan. Phase I allows for the construction and use of Cells 1 through 4. The estimated life of Phase I is twenty (20) years. The remaining life at June 30, 2014 is 5.6 years. The percentage of landfill capacity used to date is 70.5% at June 30, 2014.

NOTE 9 - COMMITMENTS AND CONTINGENCIES

Substantially all of the Authority's facilities are subject to federal, state and local provisions regulating the discharge of materials into the environment. Compliance with these provisions has not had, nor does the Authority expect such compliance to have, any material effect upon capital purchases, net income or financial condition of the Authority, as all related expenses are appropriately accounted for in the budgeting process. Management believes that its current practices and procedures for the control and disposition of such waste comply with applicable federal and state requirements.

In 2013, the Authority began the permitting process for Phase II of the master plan. The cost incurred for the project during the fiscal years ended June 30, 2014 and 2013 was \$266,801 and \$29,408, respectively, and is reported on the Statement of Net Position as Construction in Progress. Additional costs are expected to be incurred over the next several years.

NOTE 10 - RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the years ended June 30, 2014 and 2013, the Authority carried insurance through a commercial carrier to cover risks of losses. The Authority has had no settled claims resulting from these risks that exceeded its commercial coverage in any of the past three fiscal years.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE THIRTEEN
YEARS ENDED JUNE 30, 2014 AND 2013**

NOTE 11 - SUBSEQUENT EVENTS

In connection with the preparation of the financial statements, management of the Authority has evaluated subsequent events through September 8, 2014, which is the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

SCHEDULE 2

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES

IN FUND NET POSITION

PROPRIETARY FUNDS

YEAR ENDED JUNE 30, 2014

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING REVENUES				
Disposal fees	\$ 5,763,968	\$ -	\$ -	\$ 5,763,968
Waste tire grant	-	23,712	-	23,712
Other revenue	85,744	-	-	85,744
Total operating revenues	<u>5,849,712</u>	<u>23,712</u>	<u>-</u>	<u>5,873,424</u>
OPERATING EXPENSES				
Host county fee	207,973	-	-	207,973
Operating fee - landfill	2,150,468	-	-	2,150,468
Office supplies	20,506	-	-	20,506
Professional fees	37,331	-	-	37,331
Insurance	53,630	-	-	53,630
Salaries	109,404	-	-	109,404
Payroll taxes	8,094	-	-	8,094
State retirement	17,100	-	-	17,100
Travel	7,412	-	-	7,412
Repairs and maintenance	7,717	-	-	7,717
Depreciation and amortization	748,910	2,144	-	751,054
Miscellaneous	160	9	-	169
Habitat expense	4,360	-	-	4,360
State disposal fees	154,549	-	-	154,549
Other fees	718	-	-	718
Telephone	3,293	-	-	3,293
Testing costs	8,859	-	-	8,859
Leachate fees	33,192	-	-	33,192
Transfer haul fees	1,283,012	-	-	1,283,012
Closure/post-closure care costs	404,852	-	-	404,852
Postage	1,174	-	-	1,174
Employee training	2,106	-	-	2,106
Dues and subscriptions	998	-	-	998
Public notices	229	-	-	229
Vehicle expense	4,845	-	-	4,845
Total operating expenses	<u>5,270,892</u>	<u>2,153</u>	<u>-</u>	<u>5,273,045</u>

SCHEDULE 2
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2014**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING INCOME	<u>\$ 578,820</u>	<u>\$ 21,559</u>	<u>\$ -</u>	<u>\$ 600,379</u>
NON-OPERATING REVENUES (EXPENSES)				
Interest earned	29,584	101	109	29,794
Interest expense	<u>(59,980)</u>	<u>-</u>	<u>-</u>	<u>(59,980)</u>
Total non-operating revenues (expenses)	<u>(30,396)</u>	<u>101</u>	<u>109</u>	<u>(30,186)</u>
Net income before transfers	548,424	21,660	109	570,193
INTERFUND TRANSFERS	<u>200,000</u>	<u>(200,000)</u>	<u>-</u>	<u>-</u>
NET INCOME	748,424	(178,340)	109	570,193
NET POSITION, Beginning of fiscal year	<u>4,296,679</u>	<u>319,319</u>	<u>149,167</u>	<u>4,765,165</u>
NET POSITION, End of fiscal year	<u>\$ 5,045,103</u>	<u>\$ 140,979</u>	<u>\$ 149,276</u>	<u>\$ 5,335,358</u>

SCHEDULE 3

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2013**

	ASSETS			
	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
CURRENT ASSETS				
Unrestricted cash and cash equivalents	\$ 994,126	\$ 296,721	\$ 124,551	\$ 1,415,398
Accounts receivable	642,839	-	-	642,839
Grant receivable - waste tire	-	18,608	-	18,608
Prepaid insurance	34,607	-	-	34,607
Total current assets	<u>1,671,572</u>	<u>315,329</u>	<u>124,551</u>	<u>2,111,452</u>
CAPITAL ASSETS				
Building	331,069	-	-	331,069
Hattiesburg transfer station	666,914	-	-	666,914
Covington transfer station	468,759	-	-	468,759
Laurel transfer station	724,782	-	-	724,782
Waste tire pads and trailers	-	49,339	-	49,339
Landfill facilities	1,912,392	-	-	1,912,392
Maintenance facility	274,779	-	-	274,779
Cell number one	1,830,327	-	-	1,830,327
Cell number two	1,804,604	-	-	1,804,604
Cell number three	2,575,041	-	-	2,575,041
Cell number four	2,948,979	-	-	2,948,979
Rubbish site	-	-	44,425	44,425
Office furniture and equipment	31,493	-	-	31,493
Vehicles	24,733	-	-	24,733
	<u>13,593,872</u>	<u>49,339</u>	<u>44,425</u>	<u>13,687,636</u>
Less: Accumulated depreciation	<u>(9,126,907)</u>	<u>(40,764)</u>	<u>(14,457)</u>	<u>(9,182,128)</u>
Total depreciable property	<u>4,466,965</u>	<u>8,575</u>	<u>29,968</u>	<u>4,505,508</u>
Land				
Hattiesburg	61,000	-	-	61,000
Covington County	9,830	-	-	9,830
Perry County	154,626	-	-	154,626
Laurel	34,985	-	-	34,985
Total land	<u>260,441</u>	<u>-</u>	<u>-</u>	<u>260,441</u>
Total capital assets	<u>4,727,406</u>	<u>8,575</u>	<u>29,968</u>	<u>4,765,949</u>

SCHEDULE 3
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2013**

ASSETS (Cont.)

	<u>Operating Fund</u>	<u>Waste Tire Fund</u>	<u>Rubbish Fund</u>	<u>Total</u>
NON-CURRENT ASSETS				
Restricted cash and cash equivalents	\$ 3,476,451	\$ -	\$ 30,689	\$ 3,507,140
Construction in progress	29,408	-	-	29,408
Organizational costs, net of amortization	287,787	-	-	287,787
Other deposits	65	-	-	65
Total non-current assets	<u>3,793,711</u>	<u>-</u>	<u>30,689</u>	<u>3,824,400</u>
Total assets	<u>10,192,689</u>	<u>323,904</u>	<u>185,208</u>	<u>10,701,801</u>

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable	286,740	4,585	-	291,325
Host county fees payable	195,263	-	2,676	197,939
State disposal fees payable	73,400	-	2,676	76,076
Bonds payable, due within one year	775,000	-	-	775,000
Total current liabilities	<u>1,330,403</u>	<u>4,585</u>	<u>5,352</u>	<u>1,340,340</u>

NON-CURRENT LIABILITIES

Accrued liability - closure/post-closure care	2,341,607	-	30,689	2,372,296
Bonds payable, due after one year	2,224,000	-	-	2,224,000
Total non-current liabilities	<u>4,565,607</u>	<u>-</u>	<u>30,689</u>	<u>4,596,296</u>
Total liabilities	<u>5,896,010</u>	<u>4,585</u>	<u>36,041</u>	<u>5,936,636</u>

NET POSITION

Invested in capital assets, net of related debt	1,757,814	8,575	29,968	1,796,357
Unrestricted	2,009,849	310,744	119,199	2,439,792
Restricted for debt service	124,982	-	-	124,982
Restricted for habitat conservation	6,961	-	-	6,961
Restricted for closure/post-closure care	397,073	-	-	397,073
Total net position	<u>\$ 4,296,679</u>	<u>\$ 319,319</u>	<u>\$ 149,167</u>	<u>\$ 4,765,165</u>

SCHEDULE 4

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES

IN FUND NET POSITION

PROPRIETARY FUNDS

YEAR ENDED JUNE 30, 2013

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING REVENUES				
Disposal fees	\$ 5,307,414	\$ -	\$ 78,639	\$ 5,386,053
Waste tire grant	-	25,315	-	25,315
Other revenue	75,888	-	-	75,888
Total operating revenues	<u>5,383,302</u>	<u>25,315</u>	<u>78,639</u>	<u>5,487,256</u>
OPERATING EXPENSES				
Host county fee	195,263	-	2,676	197,939
Operating fee - landfill	2,019,784	-	38,786	2,058,570
Office supplies	3,011	-	-	3,011
Professional fees	46,715	-	1,000	47,715
Insurance	49,559	-	-	49,559
Salaries	107,709	-	-	107,709
Payroll taxes	7,966	-	-	7,966
State retirement	15,245	-	-	15,245
Travel	9,197	-	-	9,197
Repairs and maintenance	25,778	-	-	25,778
Depreciation and amortization	377,507	2,144	1,697	381,348
Miscellaneous	202	8	2	212
Tire disposal fees	-	1,775	-	1,775
Habitat expense	4,306	-	-	4,306
State disposal fees	145,349	-	2,676	148,025
Other fees	695	-	-	695
Telephone	3,346	-	-	3,346
Testing costs	55,886	-	-	55,886
Leachate fees	33,670	-	-	33,670
Transfer haul fees	1,320,080	-	-	1,320,080
Closure/post-closure care costs	24,638	-	3,636	28,274
Employee training	1,003	-	-	1,003
Postage	1,353	-	-	1,353
Dues and subscriptions	1,050	-	-	1,050
Vehicle expense	4,151	-	-	4,151
Total operating expenses	<u>4,453,463</u>	<u>3,927</u>	<u>50,473</u>	<u>4,507,863</u>

SCHEDULE 4
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS**

YEAR ENDED JUNE 30, 2013

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING INCOME	<u>\$ 929,839</u>	<u>\$ 21,388</u>	<u>\$ 28,166</u>	<u>\$ 979,393</u>
NON-OPERATING REVENUES (EXPENSES)				
Interest earned	8,817	195	81	9,093
Interest expense	(60,350)	-	-	(60,350)
Total non-operating revenues (expenses)	<u>(51,533)</u>	<u>195</u>	<u>81</u>	<u>(51,257)</u>
NET INCOME	878,306	21,583	28,247	928,136
NET POSITION, Beginning of fiscal year	<u>3,418,373</u>	<u>297,736</u>	<u>120,920</u>	<u>3,837,029</u>
NET POSITION, End of fiscal year	<u>\$ 4,296,679</u>	<u>\$ 319,319</u>	<u>\$ 149,167</u>	<u>\$ 4,765,165</u>

SCHEDULE 5

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**SCHEDULE OF ORGANIZATIONAL COSTS
JUNE 30, 2014**

ENGINEERING

Implementation	\$ 94,873
General services	35,385
Design and permit:	
Jones County	435,014
Perry County	215,952
Laurel transfer station	2,166
Total engineering	<u>783,390</u>

LEGAL

Organization	273,966
Land acquisition:	
Jones County	41,855
Perry County	17,624
Injunction	1,678
Internal certificate of debt	14,232
Declaratory judgment	4,208
General legal services	144,720
Flowers vs. Pine Belt	60,782
Hattiesburg transfer station	2,586
Bond issuance cost	93,901
Total legal	<u>655,552</u>

Total organizational costs 1,438,942

Less: Amortization (1,223,102)

Net organizational costs \$ 215,840

See accompanying notes.

OTHER REPORT

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority
Petal, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Pine Belt Regional Solid Waste Management Authority as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise Pine Belt Regional Solid Waste Management Authority's basic financial statements, and have issued our report thereon dated September 8, 2014.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Pine Belt Regional Solid Waste Management Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Pine Belt Regional Solid Waste Management Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Pine Belt Regional Solid Waste Management Authority's internal control.

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

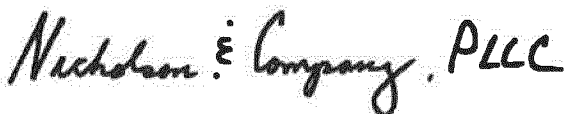
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pine Belt Regional Solid Waste Management Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hattiesburg, Mississippi
September 8, 2014



City of Hattiesburg, MS

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

Master

File Number: 2014-1402

File ID: 2014-1402

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/19/2014

Brief Title: Proofs of publication

Final Action:

Minute Book Number: MB2014-308

Title:

Acknowledge proofs of publication for the month of August, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: Proof of Publications for August 2014

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1402

Title

Acknowledge proofs of publication for the month of August, 2014.

Summary

Proofs of publication.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR FISCAL YEAR 2015 FOR THE CITY OF HATTIESBURG, MS

The City of Hattiesburg will hold a public hearing on a proposed ad valorem tax revenue increase for Fiscal Year 2015 and on its proposed budget and proposed tax levies for Fiscal year 2015 on Tuesday, September 2, 2014, at 6:00 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$181,803,973. Twenty-one percent (21%) or \$38,540,765 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$161,693,909. Of that amount, 24%, or \$39,294,399 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg plans to increase your ad valorem tax millage rate by 0.95 mills from 112.31 mills to 113.26 mills. This increase means that you will pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2015 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Publish August 15 and 22, 2014.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/8/2014
8/15/2014
Size: 768 words / 2.00 col. x 104.00 lines
Published: 2 time(s)
Total: \$175.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/15/2014.

Jennifer J. Brydson
Notary Public

Aug. 15, 2014
Date

(SEAL)



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200469912
ROOF REPAIRS

ADVERTISEMENT FOR BIDS

ROOF REPAIR

JACKIE DOLE SHERILL COMMUNITY CENTER

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Monday, September 8, 2014 for supplying and installing equipment and materials necessary for the reconstruction of the above indicated project. Work consists of roof repairs at the Jackie Dole Sherill Community Center.

The above general outline of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to herein.

The Contract Time shall be 60 calendar days and confirmed in the Notice to Proceed. Liquidated damages will be assessed in the amount of five hundred dollars (\$500.00) per day for each consecutive calendar day beyond the specified contract time.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his/her classification as to the value and type of construction on which he/she is authorized to bid.

Each Bidder shall write his/her Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date designated herein. No bidder may withdraw his/her bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his/her proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state avants contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond, or Certified Check in an amount equal to five percent of his/her bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications may be procured at the office of Neel-Schaffer, Inc. located at 704 Hardy St., Hattiesburg, Mississippi 39401.

Such documents may be obtained between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of \$100.00 for each set, which will not be refunded. Checks are to be made payable to Neel-Schaffer, Inc.

The Owner hereby notifies all Bidders that it will eliminate any bid or issue 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 Engineer is Neel-Schaffer, Inc., 125 S. Congress St., Ste. 1100, Jackson, Mississippi 39201; Phone No. (601) 948-3071; Fax No. (601) 948-3176.

The Owner reserves the right to select any and all bids

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200470952
JOSEPH HOLIFIELD

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/16/2014

Size: 702 words / 2.00 col. x 87.00 lines

Published: 1 time(s)

Total: \$89.24

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/16/2014.

Jennifer J. Brogden
Notary Public

Aug. 16, 2014
Date

(SEAL)

NOTICE is hereby given that a petition has been filed by Joseph Holifield, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a Use Permit on Review for a portion of the property located at 5175 Old Highway 42, Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 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1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 210

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200470954
TODD MIXON

NOTICE is hereby given that a petition has been filed by Todd Mixon (Courtsey Motors), Petitioner, on behalf of Courtney Realty, LLC Owner with the Mayor and Council of the City of Hattiesburg, Mississippi, requesting the Commission to amend Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Article 3, Section 12.04.1 which states that the front setback shall be a minimum of thirty (30) feet and instead allow fourteen and one half (14.5) foot setback for a variance located back lot at 1413 W. Pine Street (Parcel #3980-16-033.00, PIN 26851, Ward 5). The subject property is zoned S-5 (Regional Business) District. Said property being more particularly described as follows, to-wit:

A parcel of land in Section 16, Township 13 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at a point 100 feet southeasterly from the point of intersection of the southeasterly boundary line of Scooba Street and the northwesterly boundary line of the right of way of the New Orleans and Northeastern Railroad Company, running in a northerly direction 100 feet from the southeasterly boundary line of Scooba Street a distance of 433 feet, run thence in a southeasterly direction parallel with the northwesterly boundary line of the right of way of the New Orleans and Northeastern Railroad Company a distance of 444 feet, more or less, run thence in a southeasterly direction at right angles to the northwesterly boundary line of the right of way of the main line track of the New Orleans and Northeastern Railroad Company a distance of 455 feet to a point on the northwesterly boundary line of the said New Orleans and Northeastern Railroad Company right of way and run thence northeasterly direction on and along the northwesterly boundary line New Orleans and Northeastern Railroad Company right of way a distance of 100 feet to the northeast corner of a lot of land in Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows: Beginning at a point where the Southwesterly boundary line of Scooba Street intersects the Southwesterly boundary line of Pine Street, as both streets are presently laid out, used and improved in the City of Hattiesburg, Mississippi;

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/16/2014

Size: 629 words / 1.90 col. x 146.00 lines

Published: 1 time(s)

Total: \$80.48

Signed

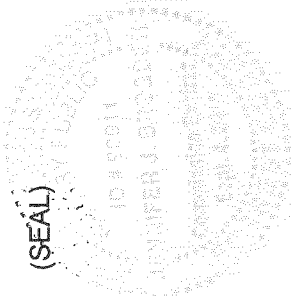
Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/16/2014.

Jennifer J. Bregdan
Notary Public

Aug. 16, 2014
Date

(SEAL)



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROC

KATHY BULLOCK

H12998
CITY OF HBURG,
0200470949
WESLEY BRELAND

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:

8/16/2014

Size: 577 words / 1.00 col. x 132.00 lines

Published: 1 time(s)

Total: \$74.24

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/16/2014.

Jennifer J. Bragdon
Notary Public

Aug. 16, 2014
Date

(SEAL)

NOTICE is hereby given that a petition has been filed by Wesley Breland, Owner, with the City of Hattiesburg, Mississippi, as to the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Planned Residential Development (PRD) in a R-1A (Single-Family Residential) District for certain properties located along S. Highway 90, from 02081437-086.00, to 02081437-086.00, being 66450' (Word 9). Said property being more particularly described as follows, to-wit:

That certain parcel located in the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 7, Township North, Range 13, West, in the City of Hattiesburg, Forrest County, Mississippi, containing 4.55 acres, commanding at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 7 and then run East and along the South line of the Northwest Quarter of the Southwest Quarter of said Section 7, a distance of 672.5 feet, to and from said Point of Beginning, run then North 330 feet, run thence East 600 feet to a point on the West margin of South 37th Avenue, which point lies 20 feet West of the East line of the Southwest Quarter of the Southwest Quarter of said Section 7, thence East and along the West margin of South 37th Avenue, a distance of 330 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 7, run thence West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 7 for a distance of 600' and to the Point of Beginning. The same containing 4.55 acres, more or less.

AND ALSO: That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 4, North, Range 13, West, in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as comprising at the Southwest corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 7, a distance of 672.5 feet, thence run North 330 feet, run thence East 600 feet to a point on the West margin of South 37th Avenue, which point lies 20 feet West of the East line of the Southwest Quarter of the Southwest Quarter of said Section 7, thence East and along the West margin of South 37th Avenue, a distance of 330 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 7, run thence West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 7 for a distance of 600' and to the Point of Beginning. The same containing 4.55 acres, more or less.

NOTICE is hereby given that a petition has been filed by Wesley Breland, Owner, with the City of Hattiesburg, Mississippi, as to the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Planned Residential Development (PRD) in a R-1A (Single-Family Residential) District for certain properties located along S. Highway 90, from 02081437-086.00, to 02081437-086.00, being 66450' (Word 9). Said property being more particularly described as follows, to-wit:

That certain parcel located in the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 7, Township North, Range 13, West, in the City of Hattiesburg, Forrest County, Mississippi, containing 4.55 acres, commanding at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 7 and then run East and along the South line of the Northwest Quarter of the Southwest Quarter of said Section 7, a distance of 672.5 feet, to and from said Point of Beginning, run then North 330 feet, run thence East 600 feet to a point on the West margin of South 37th Avenue, which point lies 20 feet West of the East line of the Southwest Quarter of the Southwest Quarter of said Section 7, thence East and along the West margin of South 37th Avenue, a distance of 330 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 7, run thence West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 7 for a distance of 600' and to the Point of Beginning. The same containing 4.55 acres, more or less.

AND ALSO: That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 4, North, Range 13, West, in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as comprising at the Southwest corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 7, a distance of 672.5 feet, thence run North 330 feet, run thence East 600 feet to a point on the West margin of South 37th Avenue, which point lies 20 feet West of the East line of the Southwest Quarter of the Southwest Quarter of said Section 7, thence East and along the West margin of South 37th Avenue, a distance of 330 feet to the South line of the Southwest Quarter of the Southwest Quarter of said Section 7, run thence West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 7 for a distance of 600' and to the Point of Beginning. The same containing 4.55 acres, more or less.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

KATHY BULLOCK

H12998
CITY OF HBURG,
0200470950
JOYCE HICKS & ADRIENNE HICKS
GARANICH

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:

8/16/2014

Size: 432 words / 1.00 col. x 105.00 lines

Published: 1 time(s)

Total: \$56.84

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/16/2014

Annifer J. Brydon
Notary Public

Aug. 16, 2014
Date

(SEAL)

NOTICE is hereby given that a petition has been filed by Joyce Hicks & Adrienne Hicks-Garanich, Applicants on behalf of AJ Jones & Lynn Meador Owners, with the Mayor and Council of the City of Hattiesburg, Mississippi as required in the Comprehensive Zoning Ordinance No. 2350, as amended, of the City of Hattiesburg, Mississippi to request a Use Permit on Review for a Bed & Breakfast, as outlined in Article 5, Section 83.03 of the Land Development Code for a certain property located at 103 Short Bay Street, Parcel 028-10-05-00, PIN 16553. Requesting the petitioners are requesting a variance from Article 5, Section 83.03 which states that parking facilities and driveways for residential commercial and industrial uses shall have an all-weather hard surface and increased slow a crushed limestone parking area. Said property being also partially zoned as follows to-wit: A portion of Lot One (1) in Block Sixty-Two (62) of the Kamper and Whinnery Sub-division Number Two (2) of the City of Hattiesburg; that part of said Lot (1) hereby conveyed being particularly described as beginning at the Northeast corner of and the Center line of the intersection of George Avenue known as River Avenue and Bay Streets, run thence Northwesterly along the south side of George Street, now known as River Avenue, One Hundred Ninety (190) feet, thence at right angles Southwesterly One Hundred (100) feet, thence at right angles Northwesterly One Hundred (100) feet, thence at right angles Northwesterly along Bay Street One Hundred (100) feet to said point of beginning, the said land hereby conveyed having a frontage of One Hundred (100) feet on Bay Street and extending back between parallel lines along George Street, now known as River Avenue, One Hundred Ninety (190) feet together with improvements and appurtenances therein, befitting, and being the same property as conveyed to the grantors here-in under the names of A J Jones and Ruth Jacqueline Pook Jones.

A PUBLIC HEARING in reference to the above described petition will be held at 1:30 p.m. Wednesday, September 3, 2014, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and interested persons are accordingly to be heard.

WITNESS my signature and the official seal of said City on this, the 13th day of August, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon Watts/
DEPUTY CITY CLERK
(SEAL)

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PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

8/22/2014
8/29/2014

Size: 389 words / 1.00 col. x 100.00 lines
Published: 2 time(s)
Total: \$92.58

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 8/29/2014.

Jennifer J. Brogdon
Notary Public

Aug. 29, 2014
Date

(SEAL)



H12998

CITY OF HBURG,

0200470947

NTR WATER SEWER EXPANSION

ADVERTISEMENT for
BIDS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on September 25, 2014, in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

WATER SYSTEM
EXPANSION on
VETERAN'S MEMORIAL
BLVD. &
SOUTH 28TH AVE
EXTENSION

CITY OF HATTIESBURG, MISSISSIPPI
Plans, specifications and proposal forms may be obtained from Shreve, Drasman & Wells, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, 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 or a bank check or a bid bond written by a company properly licensed in Mississippi. The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds 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:

WATER SYSTEM
EXPANSION on
VETERAN'S MEMORIAL
BLVD.
SOUTH 28TH AVE
EXTENSION

CITY of HATTIESBURG,
MISSISSIPPI

BID OPENING TIME:

10:00 a.m.

DATE of BID OPENING:

September 25, 2014

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 31-24 of the Mississippi Code of 1972, 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 first day of August, A.D., 2014.

CITY of HATTIESBURG

By: Sharon Walls
Deputy City Clerk

PUBLISH: August 22, 2014
August 29, 2014

00000000-01



City of Hattiesburg, MS

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

Master

File Number: 2014-1429

File ID: 2014-1429

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/30/2014

Brief Title: Sale of grave spaces

Final Action:

Minute Book Number: MB2014-308

Title:

Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Cemetery Deeds 10-7-14, Cemetery Receipts 10-7-14,
executed Cemetery Deeds 10-7-14

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1429

Title

Approve the sale of grave spaces, per attached memo.

Summary

Sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carson Hood, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #11

Lot Number: 2

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Carolyn Evans, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 55 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Talicia 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:

Baby Space #12

Lot Number: 2

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Chesterol Watts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #13

Lot Number: 2

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Joseph L. & Judy Thrash, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 83 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Anderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot Number: 90

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Francis Hope, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number:36

Section Number:37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Cassandra Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 29

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Clonie M. Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 55

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Randy Graves, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot Number: 38

Section Number: 27

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)
**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$25.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert & Connie Rogers, 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 (NW1/4)
Lot 3 Section 30

and
North Half (N1/2) Southwest Quarter(SW1/4)

Lot 3 Section 30

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 7th day of October, 2014.

My Commission Expires: _____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Johnny Cooper, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 71

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David Levelle Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 55

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David Levelle Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 55

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Richard & Susan McVeigh, 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(S ½) of the Northeast Quarter (NE¼)

Lot 41 Section 37

and

Southeast Quarter(SE1/4)

Lot 41 Section 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Thomas Woolbright, 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 71

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wayne B & Janis Stringer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 45 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Patricia E. Edwards, 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 2 Section Number 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mica T. Adam, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2) of the Northeast Quarter (NE1/4)

Lot Number: 76

Section Number: 23

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Angela Murphy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 73

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Arnold & Louann Knight, 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 80

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Akbar Shaheed, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) of the Southwest Quarter (SW1/4)

Lot Number: 145

Section Number: 22

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

Maid to
DeCarlo Hood
P.O. Box 227
Hattiesburg, MS. 39403
SOLD TO:

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-05- 20 14

Mr.. Mrs. Miss Carson Hood
ADDRESS 4124 W. 4th St. Apt # 1303, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 11
1/2 1/4 Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

ck# 1261

CITY OF HATTIESBURG, MISSISSIPPI
By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-04- 20 14

SOLD TO:
Mr.. Mrs. Miss Carolyn Evans
ADDRESS 1220 Dewey Street, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 1/4 Lot No. 55 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash 400.00
50.00 change

CITY OF HATTIESBURG, MISSISSIPPI
By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-08- 20 14

SOLD TO:
Mr.. Mrs. Miss Talicia Dolison (For Baby Walton)
ADDRESS 448 W. 4th St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Infant Space # 12
1/2 1/4 Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI
By Deborah Bourne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-10- 20 14

SOLD TO:

Mr.. Mrs. Miss Chesterol Watts

ADDRESS 622 New Orleans St, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space #13
1/2 2 1/4 Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-11- 20 14

SOLD TO:

Mr.. Mrs. Miss Joseph L. & Judy Thrash

ADDRESS 104 Beaver Rd, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 83 1/4 Lot No. 83 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 5201

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-13- 20 14

SOLD TO:

Mr.. Mrs. Miss Willie Anderson

ADDRESS 710 Hall Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NW 90 1/4 Lot No. 90 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-15 2014

SOLD TO:

Mr.. Mrs. Miss Francis Hope

ADDRESS 622 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 36 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09- - 20 14

SOLD TO:

Mr.. Mrs. Miss Cassandra Clark

ADDRESS 722 North H. II DR. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 29 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 6865
(H+A)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-16- 20 14

SOLD TO:

Mr.. Mrs. Miss Clonie M. Edwards

ADDRESS 300 Lakewood Loop, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 55 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-19- 20 14

SOLD TO:

Mr.. Mrs. Miss

Randy Graves

ADDRESS

1000 mobile Street, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 38 Section No. 27 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-18- 20 14

SOLD TO:

Mr.. Mrs., Miss

Robert + Connie Rogers

ADDRESS

5 Madison Place, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 3 Section No. 30 in Highland Cemetery

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot 3 (3)

Sect. 30 Price per grave space \$ 175.00

Price Received \$

525.00

clerk # 3107

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-20- 20 14

SOLD TO:

Mr.. Mrs. Miss

Johnny Cooper

ADDRESS

5752 Hwy 49 S. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 71 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-29-2014

SOLD TO:

Mr. Mrs. Miss

David LeVelle Williams
ADDRESS 311 Cypress Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 55 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Cash 180.00

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-25-2014

SOLD TO:

Mr. Mrs. Miss

Richard + Susan McVeigh
ADDRESS 77 East Lake Rd Hattiesburg, MS 39402
5717 Hwy 49 South, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 41 Section No. 37 in Highland Cemetery

Number of grave spaces 3 Price per grave space \$ 175.00

Price Received \$ 525.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

ck# 135

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-26-2014

SOLD TO:

Mr. Mrs. Miss

Thomas Woolbright
ADDRESS 216 Kimball Avenue, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 71 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-26 20 14

SOLD TO:

Mr.. Mrs. Miss Wayne B. and Janis Stringer
ADDRESS 803 Bushman St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 45 Section No. 21 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175⁰⁰

Price Received \$ 350⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams
Supt. of City Cemeteries

ck # 2369 \$ 49.⁰⁰

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-26 20 14

SOLD TO:

Mr.. Mrs. Miss Patricia E. Edwards
ADDRESS 132 Fairlake Dr Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 2 Section No. 31 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams
Supt. of City Cemeteries

check # 1259

601-466-4939

Mail to
22 Henry Burns Ln
Petal MS 39466
**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 9-26 20 14

SOLD TO:

Mr.. Mrs. Miss Mica T. Adam
ADDRESS 105 Howard Dr. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 76 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams

check # 1121

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-27- 20 14

SOLD TO:

Mr.. Mrs. Miss Angela Murphy

ADDRESS 215 Dixie Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 73 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 6887

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Broune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-29- 20 14

SOLD TO:

Mr.. Mrs. Miss Arnold & Louann Knight

ADDRESS 711 Berkshire drive, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 80 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Broune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-30 20 14

SOLD TO:

Mr.. Mrs. Miss Akbar Shaheed

ADDRESS 1303 Benard St, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 145 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Broune

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert & Connie Rogers, 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: 3 Section: 30

&

North Half(N1/2)Southwest Quarter(SW 1/4)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits D.C.
CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

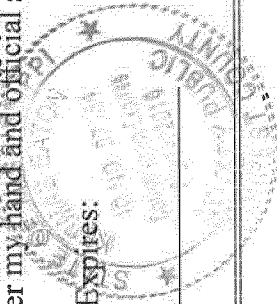
Sharon Waits
MAYOR

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 Sharon Waits, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



Sharon Waits
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Richard & Susan McVeigh, 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 (S ½) of the Northeast Quarter (NE 1/4)

Lot: 41 Section: 37

&

Southeast Quarter(SE 1/4)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
three (3) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits, D.C.
CITY CLERK

[Signature]
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

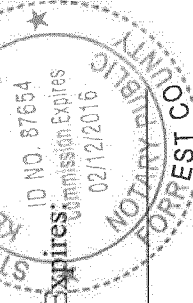
(S E A L)

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 Sharon Waits, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carson Hood, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #11

Lot Number: 2

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR
(SEAL)

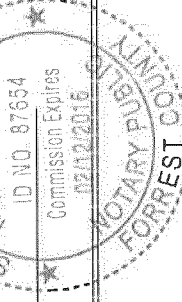
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Carolyn Evans, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 55 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

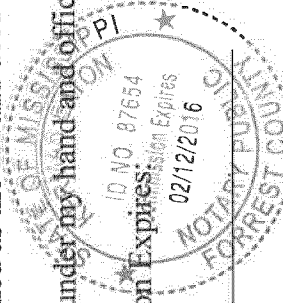
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.



My Commission Expires:

Sharon Waits
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Talicia 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:

Baby Space #12

Lot Number: 2

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

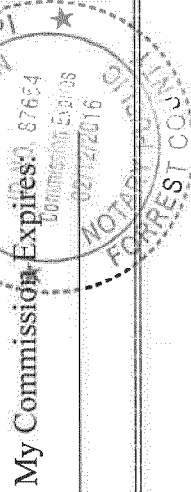
Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Sharon Waits
MAYOR
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Chesterol Watts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #13

Lot Number: 2

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR
(SEAL)

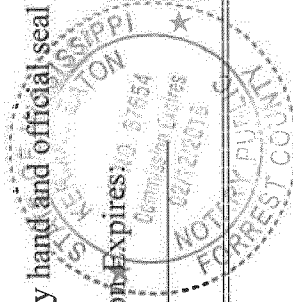
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC
[Signature]



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, Joseph L. & Judy Thrash, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 83 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(S E A L)

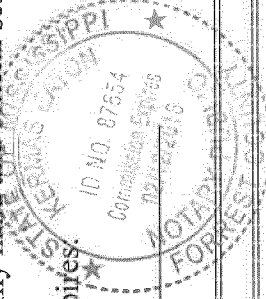
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Anderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot Number: 90

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon L. DuPree
DEPUTY 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 Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



[Signature]
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 Francis Hope, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot Number: 36

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
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 Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of ~~October~~, 2014.

My Commission Expires

ID NO. 87654
Commission Expires
02/12/2016

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 Cassandra Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 29

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Clonie M. Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 55

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the

Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon White
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

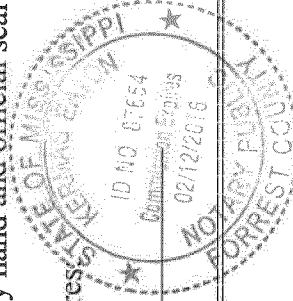
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires



Sharon Waits
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 Randy Graves, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot Number: 38

Section Number: 27

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

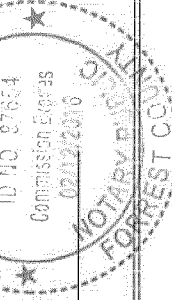
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



Sharon Waits
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 Johnny Cooper, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 71

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny Cooper
MAYOR

(S E A L)

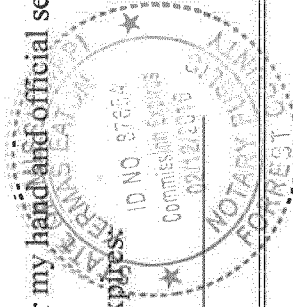
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of ~~October~~, 2014.

My Commission Expires:

[Signature]
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 David Levelle Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 55

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

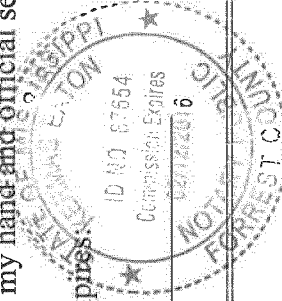
(S E A L)

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 Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



[Signature]
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 David Levelle Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 55

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

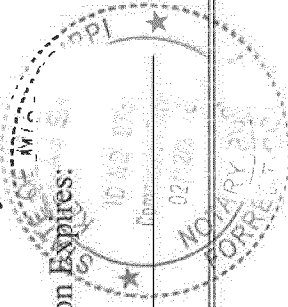
(S E A L)

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 Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



Notary Signature
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, Thomas Woolbright, 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 71 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon L. DuPree
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

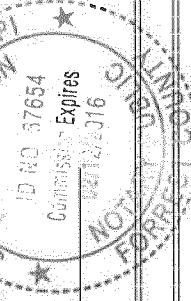
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wayne B & Janis Stringer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 45 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

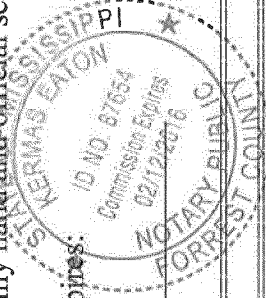
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



Notary Signature
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, Patricia E. Edwards, 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 2 Section Number 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon L. DuPree
DEPUTY CITY CLERK

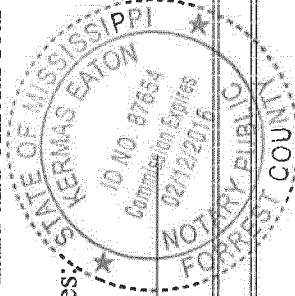
(S E A L)

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 Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



[Signature]
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 Mica T. Adam subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2) of the Northeast Quarter (NE1/4)

Lot Number: 76

Section Number: 23

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPre
MAYOR

(S E A L)

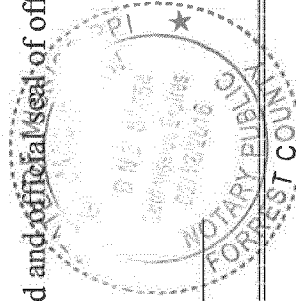
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Angela Murphy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 73

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon White
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

(S E A L)

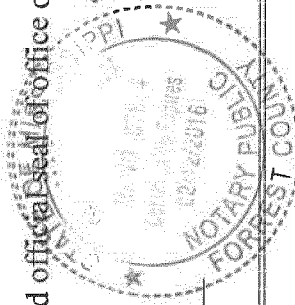
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Arnold & Louann Knight, 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 80

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

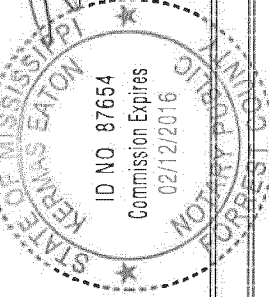
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Akbar Shaheed subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) of the Southwest Quarter (SW1/4)

Lot Number: 145

Section Number: 22

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of October, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

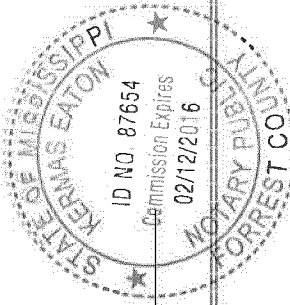
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of October, 2014.

My Commission Expires:



[Signature]
NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2014-1420

File ID: 2014-1420

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/29/2014

Brief Title: CDBG Program Payments

Final Action:

Minute Book Number: MB2014-308

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1420

Title

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

Summary

CDBG Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Anita Bratcher
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: September 29, 2014

The following request for payment is being submitted for approval during the City Council's October 7, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Specialty Abatement Services, Inc.
Activity:	Rehabilitation
Program:	CDBG
Project Site:	701 Tuscan Ave
Amount Requested:	\$8,157.00
Purpose of Request:	Lead Paint Abatement
Work Provided by:	Specialty Abatement

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	CDBG
Project Site:	701 Tuscan Ave
Amount Requested:	\$315.50
Purpose of Request:	Lead Clearance Test
Work Provided by:	Bonner Analytical

Recipient:	Gladys Jemison
Activity:	Rehabilitation
Program:	CDBG
Project Site:	701 Tuscan Ave.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 9/15/2014 – 10/14/2014
Work Provided by:	n/a

Recipient:	Hollimon Construction
Activity:	Rehabilitation
Program:	CDBG
Project Site:	701 Tuscan Ave.
Amount Requested:	\$6,500.00
Purpose of Request:	Draw #1
Work Provided by:	Hollimon Construction

Recipient:	Breakthrough Community Services
Activity:	Emergency Repair
Program:	CDBG
Project Site:	2411 Alice Drive
Amount Requested:	\$8,000.00
Purpose of Request:	Draw #2
Work Provided by:	Hollimon Construction

Recipient:	Breakthrough Community Services
Activity:	Emergency Repair
Program:	CDBG
Project Site:	205 Eupora Street
Amount Requested:	\$5,000.00
Purpose of Request:	Draw #2
Work Provided by:	Hollimon Construction

Recipient:	Breakthrough Community Services
Activity:	Public Services
Program:	CDBG
Project Site:	1313 Country Club Road
Amount Requested:	\$1,800.00
Purpose of Request:	Draw #2
Work Provided by:	Breakthrough Community Services

Bratcher

Specialty Abatement Services, Inc.
P. O. Box 15925
Hattiesburg, MS 39404-5925

Invoice No. 14-09040

Invoice Date: 09/17/2014

Mr. Randy Jordan
City of Hattiesburg, Dept. of Urban Planning
P. O. Box 1248
Hattiesburg, MS 39403

Description of Services:

Encapsulate and clean interior and exterior areas based on the
Abatement Summary provided by the City of Hattiesburg
for the property of Gladys Jemison located at 701 Tuscan Ave.

Invoice Total \$8,157.00



Terms Net 30 Days
Due date 10/17/2014

Please make your check payable to Specialty Abatement Services, Inc.
Thank you for your business!

Tax ID # 64-0802333
Phone # 601-264-5550
Fax # 601-264-5344

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 56457

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
09/12/14				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			09/12/14				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT CLEARANCE INSPECTION PERFORMED 09-05-14 @ 701 TUSCAN AVENUE HATTIESBURG, MS	315.50	315.50	

Invoice subtotal 315.50

Invoice total 315.50



Thank You

09-23-14 P12:37 IN

Draw #1

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Gladys Jennings
701 Tuscan Ave
Hattiesburg, MS 39401

- Replace damaged decking on carport
- Replace roof with modified roll roofing
- Complete part of rough in electric

Material & Labor: \$6,500.00



Curtis Hollimon



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	J & J Construction	2411 Alice Drive	02	Sept. 10, 2014

Quantity	Description	Unit Price	Total
1	Emergency Repair work completed completed – see invoice attached for repairs listed		
	All work completed		
	Draw for Labor & Materials 9/8/2014	2,000	2,000.00
	Final completion for all repairs 9/10/2014	5,570	5,570.00
1	Project Delivery	430	430.00
			\$8,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

[Handwritten signature]

Jerry Arrington

P. O. Box 722

Mt. Olive, MS 39119

Phone 601-606-0678

INVOICE

INVOICE #002

DATE: SEPTEMBER 9, 2014

TO:

BREAKTHROUGH COMMUNITY SERVICES, INC.

1313 COUNTRY CLUB ROAD

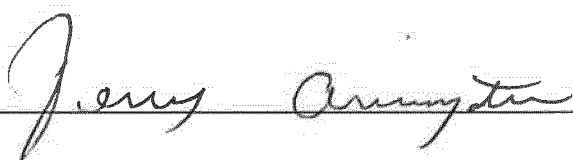
HATTIESBURG, MS 39401

(601) 582-3475

FOR:

2411 Alice Drive

EMERGENCY REPAIR

DESCRIPTION	AMOUNT
Draw for repairs at 2411 Alice Street.	
*Labor & Materials	\$2,000.00
	
TOTAL	\$2,000.00

Make all checks payable to **Jerry Arrington**

Payment is due within 30 days.

If you have any questions concerning this invoice, call 601-606-0678

Thank you for your business!

Jerry Arrington

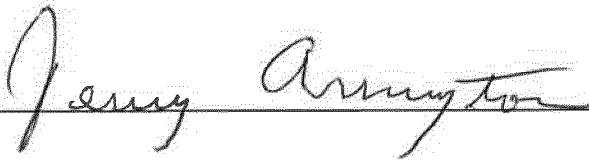
P. O. Box 722
Mt. Olive, MS 39119
Phone 601-606-0678

INVOICE

INVOICE #003
DATE: SEPTEMBER 9, 2014

TO:
BREAKTHROUGH COMMUNITY SERVICES, INC.
1313 COUNTRY CLUB ROAD
HATTIESBURG, MS 39401
(601) 582-3475

FOR:
2411 Alice Drive
EMERGENCY REPAIR

DESCRIPTION	AMOUNT
Remaining balance for repairs at 2411 Alice Street. *Items on the work write-up has been repaired and inspected. Project is completed	\$5,570.00
 TOTAL	\$5,570.00

Make all checks payable to **Jerry Arrington**
Payment is due within 30 days.
If you have any questions concerning this invoice, call 601-606-0678

Thank you for your business!



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	Hollimon Construction	205 Eupora Street	02	Sept. 8, 2014

Quantity	Description	Unit Price	Total
	Emergency Repair work – see invoice attached for repairs listed		
1	Repairs completed - interior repairs & electrical	4,500	4,500.00
1	Project Delivery	500	500.00
			\$5,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

RJ

INVOICE

INVOICE #3
DATE: 9/8/2014

FOR:
205 Eupora Street
Hattiesburg, MS 39401

Make all checks payable to Hollimon Construction
Total due in 15 days.

THANK YOU FOR YOUR BUSINESS!



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Invoice	Billing Period
Public Service Grant – Utility Assistance Program	02	August 21, 2014 – Sept. 4, 2014

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Public Service Grant *Assisted 18 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	1,800.00
			\$ 1,800.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



City of Hattiesburg, MS

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

Master

File Number: 2014-1422

File ID: 2014-1422

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/29/2014

Brief Title: HOME Program Payments

Final Action:

Minute Book Number: MB2014-308

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/07/2014					

Text of Legislative File 2014-1422

Title

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

Summary

HOME Program Paymens

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Anita Bratcher
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: September 29, 2014

The following request for payment is being submitted for approval during the City Council's October 7, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Jean Watts
Activity: Rehabilitation
Program: HOME
Project Site: 200 Martin Luther King Ave.
Amount Requested: \$650.00
Purpose of Request: Temporary Relocation 9/16/2014 – 10/15/2014
Work Provided by: n/a

Recipient: Elizabeth Edwards
Activity: Rehabilitation
Program: HOME
Project Site: 712 Northhill Dr.
Amount Requested: \$650.00
Purpose of Request: Temporary Relocation 9/24/2014 – 10/23/2014
Work Provided by: n/a

Recipient: Lula Wright
Activity: Rehabilitation
Program: HOME
Project Site: 122 Cypress Ave.
Amount Requested: \$650.00
Purpose of Request: Temporary Relocation 10/2/2014 – 11/1/2014
Work Provided by: n/a

Recipient: Sheila Ducksworth
Activity: Rehabilitation
Program: HOME
Project Site: 107 Harrell St.
Amount Requested: \$650.00
Purpose of Request: Temporary Relocation – 10/15/2014 – 11/14/2014
Work Provided by: n/a

Recipient:
Activity:
Program:
Project Site:
 C.O. #2
 Final Draw
Amount Requested:
Purpose of Request:
Work Provided by:

Smith's Remodeling
Rehabilitation
HOME
605 Broad St
\$4,100.00
\$3,430.00
\$7,530.00
C.O. #2 & Final Draw
Smith's Remodeling

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Smith's Remodeling
Rehabilitation
HOME
200 Martin Luther King Ave
\$15,000.00
Draw #2
Smith's Remodeling

Recipient:
Activity:
Program:
Project Site:
 Draw #1
 C.O. #1
 C.O. #2
Amount Requested:
Purpose of Request:
Work Provided by:

Norris Construction
Rehabilitation
HOME
107 Harrell St
\$20,900.00
\$3,300.00
\$1,000.00
\$25,200.00
Draw #1 & C.O. #1 & #2
Norris Construction

Recipient:
Activity:
Program:
Project Site:
 Draw #5
 C.O. #2
 C.O. #3
Amount Requested:
Purpose of Request:
Work Provided by:

Hollimon Construction
Rehabilitation
HOME
712 North Hill Dr
\$8,000.00
\$860.00
\$1,260.00
\$10,120.00
Draw #5 & C.O. #2 & #3
Hollimon Construction

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Breakthrough Community Services
Rental Rehabilitation
HOME
1205 Country Club Rd
\$8,000.00
Draw #1
Hollimon Construction

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone (601) 408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:

The City of Hattiesburg/Mr. Darrel Gaddis
605 Broad St.
Hattiesburg, MS 39401

Request:

Change Order Request for work to be done:

4 ton heat pump installed in attic

Materials/Labor

\$4100.00



C.O.#2

Signature:



Date: August 21, 2014

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone # (601) 408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Mr. Darrel Gaddis
605 Broad St.
Hattiesburg, MS 39401

Request: Final draw for work done according to work write-up.

\$3430.00



Signature:



Date: September 26, 2014

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone # (601) 408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Ms. Jean Watts
200 Martin Luther King Avenue
Hattiesburg, MS 39401

Request: 2nd draw for work done according to work write-up.
1. Repairing and painting of exterior
2. Installation of exterior doors
3. Building of washroom addition
4. Installation of bathroom fixtures
5. Refinishing interior walls and ceilings

\$15,000.00



Signature:



Date: September 26, 2014

955674

DATE _____

9-1914

TERMS

TO

TO City of Hattiesburg - Federal Programs
ADDRESS P.O. Box 1898

ADDRE

Hattiesburg, Ms. 39403

IN ACCOUNT WITH

NORRIS Construction Company, Inc.
57 CARTER Drive

57 CARTER DRIVE

Seminery, MS. 39479

Sheila Ducksworth

107 Harrell Street

Hattiesburg, Ms. 39401

1. Exterior Rough-IN

8500	00
------	----

2. Plumbing Rough IN & Stack Out

4300	00
------	----

3. Electrical Rough IN

3600.00

4. Demo / Dumpster

4500.00

lot 21 Due:

\$20900.00



Norris Construction Company, Inc.
David Norris, Owner
57 Carter Drive
Seminary, Ms. 39479
Phone: (601)722-4431 or Fax: (601)722-4268

CHANGE ORDER REQUEST #1

Homeowner Name: Sheila Ducksworth

Homeowner Address: 107 Harrell Street, Hattiesburg, Ms. 39401

Date: September 2, 2014

1. Remove & replace deteriorated gas lines and gas meter. Install 5 new gas lines in different areas of home.
2. Remove 35 sheets of 3/8" plywood on roof of home. Replace with 1/2" OSB. This needs to be done prior to installing new felt & shingles.

TOTAL:

\$3,300.00

A handwritten signature in black ink, appearing to be 'RD' or similar initials, located below the total amount.

Norris Construction Company, Inc.
David Norris, Owner
57 Carter Drive
Seminary, Ms. 39479
Phone: (601)722-4431 or Fax: (601)722-4268

CHANGE ORDER REQUEST #2

Homeowner Name: Sheila Ducksworth

Homeowner Address: 107 Harrell Street, Hattiesburg, Ms. 39401

Date: September 15, 2014

1. Remove 2 steps protruding into the back hallway.
2. Cut existing sill, install two new piers & pads underneath home where the steps were located.
3. Frame in the bedroom door after removing steps.
4. Install sheetrock to cover door opening & finish.
5. Cut the floor out in the den area and installed new steps.

TOTAL:

\$1,000.00

A handwritten signature in dark ink, appearing to be 'RD', is written over the total amount.

Draw 5

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Elizabeth Edwards
712 North Hill Drive
Hattiesburg, MS 39401

- Vinyl*
- Install *Vinyl* flooring in all rooms
 - Install baseboards and shoe molds in all rooms
 - *Install* ~~Install~~ countertops, sink, and faucet in kitchen
 - All electric plugs complete

Material & Labor: \$8,000.00

Curtis Hollimon

CO# 2

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401

Elizabeth Edwards
712 North Hill Drive
Hattiesburg, MS 39401

Change orders for 712 North Hill Drive

- Repair 8x16 wall in kitchen for water in termite damage- new studs, insulation and sheetrock
Material & Labor: \$860.00

A handwritten signature in dark ink, appearing to read "Curtis Hollimon". The signature is written in a cursive, flowing style with a large initial "C".

CO # 3

Hollimon Construction

Federal Program

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401

Elizabeth Edwards
712 North Hill Drive
Hattiesburg, MS 39401

Change orders for 712 North Hill Drive wall damage from termites
Removed damage wall from termite damage, replace studs, bottom and top plate
installed new sheetrock and insulation (Living Room)
\$1,260.00

Curtis Hollimon



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	1205 Country Club Rd	01	Sept. 25, 2014

Quantity	Description	Unit Price	Total
1	Rental Rehab repairs: pressure wash house, sheetrock walls in bedroom & living room, removed all deteriorated boards on front porch and siding, demolition, electrical rough-end, & installing heating and air unit in hall next to dining room.	1	8,000
			\$8,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

RD

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, October 7, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-17 at the request of the Administration as follows:

VI.-17 2014-1401

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Attachments:

2014-2015 Motor Vehicle Assessment Schedule

executed 2014-2015 Motor Vehicle Assessment Schedule



City of Hattiesburg, MS

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

Master

File Number: 2014-1401

File ID: 2014-1401

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/18/2014

Brief Title: Motor Vehicle Assessment Schedule

Final Action:

Minute Book Number: MB2014-306-307

Title:

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Notes:

Sponsors:

Enactment Date:

Attachments: 2014-2015 Motor Vehicle Assessment Schedule, executed 2014-2015 Motor Vehicle Assessment Schedule

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/07/2014					
1	City Council	10/07/2014	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2014-1401

Title

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and authorize publication of public notice and order setting a hearing for November 3, 2014 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Summary

Acknowledgement of Motor Vehicle Assessment Schedule.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PUBLIC NOTICE AND ORDER OF BOARD OF
MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, ADOPTING A MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR THE CITY OF HATTIESBURG, MISSISSIPPI,
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014
AND ENDING SEPTEMBER 30, 2015

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi have received from the Mississippi State Tax Commission notice of the adoption of the Motor Vehicle Assessment Schedule by said commission for the fiscal year 2014-2015; and,

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and light trucks is produced only through the computer system of the county tax collector, and is the schedule that is subject for adoption; and,

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, TO-WIT:

The Motor Vehicle Assessment Schedule for the fiscal year 2014-2015 adopted by the Mississippi State Tax Commission under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, Mississippi, for the fiscal year beginning October 1, 2014, and ending September 30, 2015.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in the City Hall located on Forrest Street in said City at 4:00p.m., Monday, November 3, 2014, for the purpose of hearing and taking action on any complaint or objection filed in writing objecting to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified cop hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code of 1972, Annotated.

SO ORDERED AND APPROVED on this, 7th October, 2014.

ATTEST:

Johnny L. DuPre /s/
MAYOR

Sharon Waits /s/
DEPUTY CITY CLERK

Publish (1) Friday 10-10-14
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403

PUBLIC NOTICE AND ORDER OF BOARD OF
MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, ADOPTING A MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR THE CITY OF HATTIESBURG, MISSISSIPPI,
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014
AND ENDING SEPTEMBER 30, 2015

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi have received from the Mississippi State Tax Commission notice of the adoption of the Motor Vehicle Assessment Schedule by said commission for the fiscal year 2014-2015; and,

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and light trucks is produced only through the computer system of the county tax collector, and is the schedule that is subject for adoption; and,

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

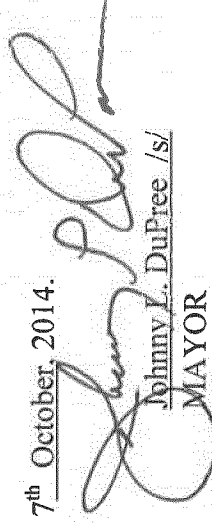
IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, TO-WIT:

The Motor Vehicle Assessment Schedule for the fiscal year 2014-2015 adopted by the Mississippi State Tax Commission under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, Mississippi, for the fiscal year beginning October 1, 2014, and ending September 30, 2015.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in the City Hall located on Forrest Street in said City at 4:00p.m., Monday, November 3, 2014, for the purpose of hearing and taking action on any complaint or objection filed in writing objecting to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified cop hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code of 1972, Annotated.

SO ORDERED AND APPROVED on this, 7th October, 2014.


Johnny L. DuFree /s/
MAYOR

ATTEST:


Sharon Waits /s/
DEPUTY CITY CLERK

Publish (1) Friday 10-10-14
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, October 7, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item VI.-7 at the request of the Administration to read as follows:

2014-1409

Adopt a resolution to remove Ines F. Hicks as Petty Cash Custodian and approve Patrina Harper as the Petty Cash Fund Custodian for the Hattiesburg Police Department; authorize manual check for the same.

Attachments: Resolution removing custodian.
executed Resolution removing custodia. RES#2014-197

Add Policy Agenda Item VI.-18 at the request of the Administration as follows:

2014-1438

Adopt a Resolution establishing petty cash funds and approving issuance of manual check to each custodian, effective October 1, 2014.

Attachments: Res Establishing Petty Cash
executed Res Establishing Petty Cash RES#2014-198

And, Add Routine Agenda Item VII.-14 at the request of the Administration as follows:

2014-1428

Approve Specifications and Authorize Publication of Advertisement for Recycling Containers

Attachments: 10-07-Recycling Containers



City of Hattiesburg, MS

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

Master

File Number: 2014-1409

File ID: 2014-1409

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/23/2014

Brief Title: Resolution appointing petty cash custodian.

Final Action: 10/07/2014

Minute Book Number: MB2014-302

Title:

Adopt a resolution to remove Ines F. Hicks as Petty Cash Custodian and approve Patrina Harper as the Petty Cash Fund Custodian for the Hattiesburg Police Department; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution removing custodian., executed Resolution removing custodia. RES#2014-197

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/07/2014					
1	City Council	10/07/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt a resolution appointing Patrina Harper as petty cash fund custodian, effective October 7, 2014; authorize issuance of manual check for the same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1409

Title

Adopt a resolution to remove Ines F. Hicks as Petty Cash Custodian and approve Patrina Harper as the Petty Cash Fund Custodian for the Hattiesburg Police Department; authorize manual check for the same.

Summary

Petty cash fund custodian

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Ines F. Hicks, be removed as Petty Cash Fund Custodian and Patrina Harper be approved as Petty Cash Fund Custodian for the Hattiesburg Police Department, effective October 7th, 2014; and

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 7th of October, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 7th day of October, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Ines F. Hicks, be removed as Petty Cash Fund Custodian and Patrina Harper be approved as Petty Cash Fund Custodian for the Hattiesburg Police Department, effective October 7th, 2014; and

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 7th of October, 2014.

(SEAL)

ATTEST:

Shirley B. Burrell
CLERK OF COUNCIL

ADOPTED: [Signature]

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the

Mayor, this 7th day of October, 2014.

ATTEST:

Sharon White D.C.
CITY CLERK

APPROVED: [Signature]

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1438

File ID: 2014-1438

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2014

Brief Title: Establishing petty cash funds

Final Action: 10/07/2014

Minute Book Number: MB2014-307

Title:

Adopt a Resolution establishing petty cash funds and approving issuance of manual check to each custodian, effective October 1, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: Res Establishing Petty Cash, executed Res
Establishing Petty Cash RES#2014-198

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/07/2014					
1	City Council	10/07/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution establishing petty cash funds and approving issuance of manual check to each custodian, effective October 1, 2014.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1438

Title

Adopt a Resolution establishing petty cash funds and approving issuance of manual check to each custodian, effective October 1, 2014.

Summary

Establishing Petty Cash.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; to be established on or after October 1, 2014; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 2014:

FUND/CUSTODIAN	DEPARTMENT	AMOUNT
General Fund:		
Ines F. Hicks	Municipal Court Cash Drawer	\$300.00 \$300.00
Patrina Harper	Police Department	\$600.00
Robert Harvey	Cemetery	\$300.00
Mattie Ponder	Construction	\$800.00
Stephanie Moffett	Public Works	\$300.00
Paul Presley	Fire	\$800.00
Patricia K. Presley	P&F Training	\$200.00
Kermas Eaton	Tax Cash Drawers City Hall	\$350.00 \$900.00
Total at Balance Sheet-General Fund		\$4,850.00
Parks & Recreation Fund:		
Ann Jones	Recreation Maintenance	\$500.00
Dr. Clemon Terrell	Recreation	\$500.00
Total Balance Sheet- Parks & Recreation fund		\$1,000.00
Water & Sewer Oper & Maint		
Chadwick Frierson	Water Plant	\$500.00
Sherry Mitchell	Water Office Cash Drawers	\$160.00 \$600.00
Total Balance Sheet-Water&Sewer Oper&Maint		\$1,260.00

Mass Transit Fund:

Sharon Bolton	Mass Transit Office	<u>\$100.00</u>
<u>Total Balance Sheet- Mass Transit</u>		<u>\$100.00</u>

Community Centers

Alice Heidelberg	Cash Drawer	<u>\$50.00</u>
<u>Total Balance Sheet- Community Centers</u>		<u>\$50.00</u>

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 7th of October, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 7th day of October, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; to be established on or after October 1, 2014; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 2014:

FUND/CUSTODIAN	DEPARTMENT	AMOUNT
General Fund:		
Ines F. Hicks	Municipal Court Cash Drawer	\$300.00 \$300.00
Patrina Harper	Police Department	\$600.00
Robert Harvey	Cemetery	\$300.00
Mattie Ponder	Construction	\$800.00
Stephanie Moffett	Public Works	\$300.00
Paul Presley	Fire	\$800.00
Patricia K. Presley	P&F Training	\$200.00
Kermas Eaton	Tax Cash Drawers City Hall	\$350.00 \$900.00
Total at Balance Sheet-General Fund		\$4,850.00
Parks & Recreation Fund:		
Ann Jones	Recreation Maintenance	\$500.00
Dr. Clemon Terrell	Recreation	\$500.00
Total Balance Sheet- Parks & Recreation fund		\$1,000.00
Water & Sewer Oper & Maint		
Chadwick Frierson	Water Plant	\$500.00
Sherry Mitchell	Water Office Cash Drawers	\$160.00 \$600.00
Total Balance Sheet-Water&Sewer Oper&Maint		\$1,260.00

Mass Transit Fund:

Sharon Bolton	Mass Transit Office	<u>\$100.00</u>
<u>Total Balance Sheet- Mass Transit</u>		<u>\$100.00</u>

Community Centers

Alice Heidelberg	Cash Drawer	<u>\$50.00</u>
<u>Total Balance Sheet- Community Centers</u>		<u>\$50.00</u>

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilman Carroll, seconded by Councilman Dryden, vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 7th of October, 2014.

(SEAL)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Robert Bradley
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the

Mayor, this 7th day of October, 2014.

ATTEST:

Sharon White, D.C.
CITY CLERK

APPROVED:

Sharon White
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1428

File ID: 2014-1428

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 09/30/2014

Brief Title: Approve Specifications and Authorize Publication of
Advertisement for Recycling Containers

Final Action:

Minute Book Number:

Title:

Approve Specifications and Authorize Publication of Advertisement for
Recycling Containers

Notes:

Sponsors:

Enactment Date:

Attachments: 10-07-Recycling Containers

Enactment Number:

Contact:

Meeting Date: 10/07/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	10/07/2014					

Text of Legislative File 2014-1428

Title

Approve Specifications and Authorize Publication of Advertisement for Recycling Containers

Summary

Approve Specifications and Authorize Publication of Advertisement for Recycling Containers

ADVERTISEMENT FOR BIDS

RECYCLING CONTAINERS

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, October 30, 2014 for supplying all recycling containers for the City of Hattiesburg.

The Contract Time shall be 30 calendar days from issuance of Purchase Order for delivery of materials.

Proposals shall be submitted, sealed and deposited with the Owner prior to the hour and date designated herein. No bidder may withdraw his/her bid within 90 days after the actual date of the opening thereof.

The Owner 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 Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

October 10, 2014
October 17, 2014

SPECIFICATIONS FOR: RECYCLING CONTAINERS FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, October 30, 2014, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

RECYCLING CONTAINERS FOR THE CITY OF HATTIESBURG

SUBMITTED BY 10:00 A.M. OCTOBER 30, 2014

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of October A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PARKS AND RECREATION

City of Hattiesburg
Recycling Container
BID SPECIFICATIONS

30 CU YD MULTIPOPPER ROLLOFF RECYCLING CONTAINER

30 Cubic Yard Capacity; 22' long x 94" wide x 85" tall

3 Center Baffle Dividers with Locking Mechanism to Divide Container into Four Compartments

Includes 4 Hinged Plastic Doors (2 per side); 2 Cardboard Slots (1 per side), and 2 Secure Mailbox Doors for Collection of Aluminum Cans (1 per side)

Hinged Plastic Doors are Single Wall and measure 31" x 31"

Cardboard Slots should have a Roof with Bent Lip at the Edge and Side Cover to Prevent Rain from Entering the Container and Measure 8" high x 42" wide

Secure Mailbox Door should Have Flanged Sides and Back and Completely Prohibit Access to the Inside of the Container, Door should measure 24" x 24"

Design: Beveled Front at 45 degree angle to a 90 degree flat area for Logo Placement

3/16" Steel Plate Thickness on Bottom

12 Gauge Top and Sides Steel Thickness

4" x 3" x 1/8" Rectangular Tubing Side Channel, 38" on Center

3" x 4" x 1/8" Tubing Reinforcing below the 10 Cu Yd Peaked Roof

Undercarriage – 3" Structural Channel, 18" on center

Door Frame is constructed of 3" x 4" x 1/8" Tubing Uprights and Horizontal Cross-Members; Formed Channel is Not Acceptable

1-1/4" Solid Bullnose inserted 2" into Rails, Not Just Butt Welded on Outside of Tube

Main Rails: 2" x 5" x 3/16" Tubing

Nose Rollers 4" x 5-3/4" Long with Grease Zerk

Rear Rollers 8" x 10" Long with Grease Zerk

Hinges: Extra Heavy-Duty with Grease Fittings

Heavy Duty Latch System with Safety Pull and Lock Design and Safety Chain; Must be Horizontally Pulled to Lock Gate

3/8" Hook plate with 1-3/4" Hook and 3/8" Thick Wheel Plates

Industrial Enamel Paint/ 2 Coats, Painted Recycle Blue Color

1 Pressure Sensitive Vinyl Decal on front of container measuring a minimum of 45" x 18"

8 Pressure Sensitive Vinyl Decals (4 per side) measuring a minimum of 20" X 20"

20 CU YD MULTIPOPPER ROLLOFF RECYCLING CONTAINER

20 Cubic Yard Capacity; 16' long x 94" wide x 85" tall

3 Center Baffle Dividers with Locking Mechanism to Divide Container into Four Compartments

Includes 4 Hinged Plastic Doors (2 per side); 2 Cardboard Slots (1 per side), and 2 Secure Mailbox Doors for Collection of Aluminum Cans (1 per side)

Hinged Plastic Doors are Single Wall and measure 31" x 31"

Cardboard Slots should have a Roof with Bent Lip at the Edge and Side Cover to Prevent Rain from Entering the Container and measure 8" high x 36" wide

Secure Mailbox Door should Have Flanged Sides and Back and Completely Prohibit Access to the Inside of the Container, Door should measure 24" x 24"

Design: Beveled Front at 45 degree angle to a 90 degree flat area for Logo Placement

3/16" Steel Plate Thickness on Bottom

12 Gauge Top and Sides Steel Thickness

4" x 3" x 1/8" Rectangular Tubing Side Channel, 38" on Center

3" x 4" x 1/8" Tubing Reinforcing below the 10 Cu Yd Peaked Roof

Undercarriage – 3" Structural Channel, 18" on center

Door Frame is constructed of 3" x 4" x 1/8" Tubing Uprights and Horizontal Cross-Members; Formed Channel is Not Acceptable

**1-1/4" Solid Bullnose inserted 2" into Rails, Not Just Butt Welded on Outside of Tube
Main Rails: 2" x 5" x 3/16" Tubing**

Nose Rollers 4" x 5-3/4" Long with Grease Zerk

Rear Rollers 8" x 10" Long with Grease Zerk

Hinges: Extra Heavy-Duty with Grease Fittings

Heavy Duty Latch System with Safety Pull and Lock Design and Safety Chain; Must be Horizontally Pulled to Lock Gate

3/8" Hook plate with 1-3/4" Hook

3/8" Thick Wheel Plates

Industrial Enamel Paint/ 2 Coats, Painted Recycle Blue Color

1 Pressure Sensitive Vinyl Decal on front of container measuring a minimum of 45" x 18"

8 Pressure Sensitive Vinyl Decals (4 per side) measuring a minimum of 20" X 20"

40 CU YD RECTANGLE OPEN TOP ROLL-OFF CONTAINER

40 Cubic Yard Capacity; 22' long x 94" wide x 94" tall

Design: Beveled Front at 45 degree angle to a 90 degree flat area for Logo Placement

3/16" Steel Plate Thickness on Bottom

12 Gauge Top and Sides Steel Thickness

4" x 3" x 1/8" Rectangular Tubing Side Channel, 38" on Center

Top Reinforced with 3" x 4" x 1/8" Tubing

Undercarriage – 3" Structural Channel, 18" on center

Door Frame is constructed of 3" x 4" x 1/8" Tubing Uprights and

Horizontal Cross-Members; Formed Channel is Not Acceptable

1-1/4" Solid Bullnose inserted 2" into Rails, Not Just Butt Welded on Outside of Tube

Main Rails: 2" x 5" x 3/16" Tubing

Nose Rollers 4" x 5-3/4" Long with Grease Zerk

Rear Rollers 8" x 10" Long with Grease Zerk

Hinges: Extra Heavy-Duty with Grease Zerk

Heavy Duty Latch System with Safety Pull and Lock Design and Safety Chain; Must be

Horizontally Pulled to Lock Gate

3/8" Hook plate with 1-3/4" Hook

3/8" Thick Wheel Plates

Tarp Hooks: Side, Front & Rear

Steel Ladder welded on One Side of Container

Industrial Enamel Paint/ 2 Coats, Painted Recycle Blue Color

Complete and Ready for use with Safety Decals & D.O.T. Reflective

Tape

Vendor shall coordinate all graphic decal design with City of Hattiesburg. City of Hattiesburg shall approve all designs and container placement locations.

Vendor shall provide container scaled layout drawing and/or graphic depiction of each container bid.

Vendor shall deliver all containers to City of Hattiesburg, Public Works Department, 103 Faulkner Street, Hattiesburg, MS 39401.

Vendor shall supply containers thirty 30 days from issuance of Purchase Order.

City of Hattiesburg
Recycling Container
Bid Sheet

Prices Bid and Quantities-Base Bid

Description	Qty	Unit	Unit Price	Price Extension
30 Cubic Yard Multipopper Roll-off Recycling Container	3	Each		
20 Cubic Yard Multipopper Roll-off Recycling Container	12	Each		
40 Cubic Yard Rectangle Open Top Roll-off Container	4	Each		

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR ALL BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: BIDS SHALL INCLUDE ALL FEES AND DELIVERY