City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, January 6, 2015

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

of the December 1, 2, 15, 16 and 22, 2014, meetings of the City Council.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2014-1601 Adopt Resolution setting Public Hearing at 4 p.m. March 16, 2015 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Attachments: MEMO Setting Public Hearing 2-17-15

RESOLUTION Setting Public Hearing 2-17-15

VI.-2 2014-1605 Adopt a Resolution appointing Clemon Terrell as Director of Parks and Recreation.

Attachments: Clemon Terrell Resolution

Resume-C Terrell

executed Clemon Terrell Resolution RES#2015-2

VI.-3 2014-1606 Adopt a Resolution appointing Pattie Brantley as Director of Urban Development.

Attachments: Pattie Brantley -Resolution

Resume - P Brantley

executed Pattie Brantley -Resolution RES#2015-3

VI.-4 2014-1607 Adopt a Resolution appointing Jerry Evans as Municipal Court Judge for the City of Hattiesburg.

Attachments: Jerry Evans-Resolution

Resume - J Evans

executed Jerry Evans-Resolution RES#2015-4

VI.-5 2014-1608 Adopt a Resolution appointing Faye Hicks as Municipal Court Clerk.

Attachments: Faye Hicks- Resolution
Resume - I Hicks
executed Faye Hicks- Resolution RES#2015-5

VI.-6 2014-1609 Adopt a Resolution appointing Sally O'Flynn as Municipal Court Prosecutor, Post 1 for the City of Hattiesburg.

Attachments: Sally O' Flynn- Res
Resume - S O'Flynn
executed Sally O' Flynn- Res RES#2015-6

VI.-7 2014-1610 Adopt a Resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, for the City of Hattiesburg.

Attachments: Alexander Ignatiev-Resolution
Resume - A Ignatiev
executed Alexander Ignatiev-Resolution RES#2015-7

VI.-8 2014-1611 Adopt a Resolution appointing Jonathan Farris as Municipal Court Judge Pro-tem, for the City of Hattiesburg.

Attachments: Jonathan Farris- Resolution
Resume - J Farris
executed Jonathan Farris- Resolution RES#2015-8

VI.-9 2014-1612 Adopt a Resolution appointing Crystal Wise Martin as Municipal Court Judge Pro-tem, for the City of Hattiesburg.

Attachments: Crystal Wise Martin- Resolution
Crystal Martin-Resume

VI.-10 2014-1613 Adopt a Resolution appointing Catouche J.L. Body as Municipal Public Defender, for the City of Hattiesburg.

Attachments: Catouche Body-Resume
Catouche Body -Resolution

VI.-11 2014-1614 Adopt a Resolution appointing Mitchell Dent as Chief of Police for the City of Hattiesburg.

Attachments: Mitchell Dent- Resolution
Mitchell Dent Resume

VI.-12 2014-1615 Adopt a Resolution appointing Charles "C.J. Lawrence III as City Attorney for the City of Hattiesburg.

Attachments: Charles C.J. Lawrence III -Resume

Charles CJ Lawrence-Res

VI.-13 2014-247 Adopt a Resolution authorizing Requisition No. 19 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: 2013 Bond Resolution No. 19

executed 2013 Bond Resolution No. 19 RES#2015-9

VI.-14 2014-1602 Authorize application to the Transportation Alternatives Program (TAP) administered by MDOT for a grant to be used for bicycle and pedestrian improvements along South 17th Street and Adeline Street; Authorize Mayor to execute letter certifying there are no known legal impediments to prohibit the completion of the project and that the project complies with applicable codes and standards.

Attachments: TAP Cover (from mayor)

TAP Legal Certification

APPLICATION_NEW

executed TAP Cover (from mayor)

executed TAP Legal Certification

VI.-15 **2014-1604** Approve amendment to the service agreement between The City of Hattiesburg and The University of Southern Mississippi, Youth Master Plan(found at MB 2014-196) to extend the time period to March 15, 2015 (at a no cost extension) and authorize Mayor to execute agreement for the same.

Attachments: Amended Youth Master Plan Agreement

executed Amended Youth Master Plan Agreement

VI.-16 2014-1584 Approve Amendment to the Public Services agreement with Breakthrough Community Servcies (found at MB2014-143) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: Amendment Extension - Breakthrough Community Services - Utility Assistance

executed Amendment Extension - Breakthrough Community Services - Utility As

VI.-17 2014-1585 Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB2014-307) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Attachments: Amendment Extension - Pinebelt Community Services - Meals

executed Amendment Extension - Pinebelt Community Services - Meals

VI.-18 2014-1616 Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

Attachments: Cliff Norman

VII. ROUTINE AGENDA

VII.-1 2014-1590 Authorize Mayor to renew a maintenance agreement between the City of Hattiesburg and Pitney Bowes, Inc. for a mail machine located in City Hall , 2nd floor for a sixty(60) month term commencing on January 6, 2015, at a rental rate of $402.29 a month.

Attachments: Pitney Bowes Rental agreement

executed Pitney Bowes Rental agreement

VII.-3 2014-1597 Acknowledge receipt of Privilege License report for the month of November, 2014 from the Tax Department, as per recommendation.

Attachments: 011 PTL NOV 2014 RENEWALS

011 PTL NOV 2014

memo-pl-November 2014

VII.-4 2014-1582 Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2014 and authorize publication of same.

Attachments: 2014 Solid Waste Rev & Exp

VII.-5 2014-1574 Acknowledge award by MS Dept of Public Safety for 2015 DUI Enforcement grant

Attachments: contract 2015 grant

VII.-6 2014-1581 Declaration of Forfeitures

Attachments: Forfeiture-Buick Century & Money

VII.-7 2014-1591 Acknowledge bids received December 18, 2014 for the James Street Water Treatment Plant Rehab Phase III project and accept the bid from Hemphill Construction Co. in the amount of $610,260.00 as being the lowest and best bid; authorize Mayor to execute contracts upon preparation for same.

Attachments: Bid Tab-Cover Ltr

Bid Tab

VII.-8 **2014-1603** Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #40 - Abatement of Asbestos Containing Material for the period of February 18, 2015 through March 31, 2016

Attachments: 01-06-Advertise PS 40

executed 01-06-Advertise PS 40

VII.-9 2014-1583 Approve and Authorize Request for Proposals for service related to Job Access Reverse Commute (JARC) passenger transportation services as established with Federal Transit Adminstration (FTA) grant program. {FTA JARC 2015}

Attachments: Request for Proposals JARC

executed Request for Proposals JARC

VII.-10 2014-1599 Approve the issuance of taxi permit for Robert E. McIntyre, to drive for D.J. Shuttle Services.

Attachments: Taxi Permit-McIntyre

executed Taxi Permit-McIntyre

VII.-11 2014-1598 Approve the issuance of taxi permit for Richard Dale Saxwold, to drive for D.J. Shuttle Services.

Attachments: Taxi Permit- Saxwold

executed Taxi Permit- Saxwold

VII.-12 2014-1589 Approve the issuance of taxi permit for John Calvin Williams, to drive for D.J. Shuttle Services.

Attachments: Taxi permit- John Williams

executed Taxi permit- John Williams

VII.-13 2014-1596 Approve the sale of grave spaces, per attached memo.

Attachments: 1-6-15 receipts

1-6-15 Cemetery Deeds

executed 1-6-15 Cemetery Deeds

VII.-14 2014-1593 Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME

HOME Supporting Docs

VII.-15 2014-1592 Approve Claims Docket for the period ending December 31, 2014.

Attachments: DOCKET 14.12-31

City of Hattiesburg, MS

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

Master

File Number: 2014-1601

File ID: 2014-1601 **Type:** Resolution **Status:** Agenda Ready

Version: 2 **Reference:** **In Control:** City Council

File Created: 12/23/2014

Brief Title: Set Public Hearing **Final Action:** 02/17/2015

Minute Book Number: MB2015-8

Title:

Adopt Resolution setting Public Hearing at 4 p.m. March 16, 2015 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Notes:

Sponsors: **Enactment Date:**

Attachments: MEMO Setting Public Hearing 2-17-15, RESOLUTION Setting Public Hearing 2-17-15 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt Resolution setting Public Hearing at 4 p.m. February 2, 2015 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1601

Title

Adopt Resolution setting Public Hearing at 4 p.m. March 16, 2015 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Summary

Set Public Hearing 3-16-15

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn Jr., Code Enforcement Manager

DATE: February 9, 2015

RE: Setting of Public Hearing

Request the setting a Public Hearing at 4 p.m. March 16, 2015 to determine the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

	Address	Parcel #	Ward
1.	722 Walnut St.	39-844-1-18	2
2.	1101 Cherry St.	40-88-4-1	2
3.	717 E. 7th St.	34-348-3-2	2
4.	405 E. 5th St.	34-444-32-18	2
5.	422 Clark St.	26-568-1-3	2
6.	1209 Rebecca Ave.	43-696-13-3	2
7.	1102 Gravel Line St.	26-84-1-5	2
8.	708 Short 9th St.	34-292-28-29	2
9.	708 River St.	34-348-5-3	2
10.	451 W. 4th St.	27-144-2-5	2
11.	706 E. 7th St.	34-348-5-16	2
12.	602 Fairley St.	34-292-26-11	2
13.	500 Short 5th St.	34-444-34-13	2
14.	807 Bouie St.	34-292-27-2	2
15.	906 Dewey St.	34-132-2-6	2
16.	904 Tuscan Ave.	40-1028-8	2
17.	904 Tuscan Ave.	40-1028-11	2
18.	904 Tuscan Ave.	40-1028-11A	2
19.	116 Elaine Circle	17-178-1-9	3

20. 218 N. 19th Ave.	21-312-4-1	4
21. 313 N. 21st Ave.	21-716-1-9	4
22. 501 Hood Rd.	167A-10119-97	5
23. 410 Dumas Ave.	30-488-1-5	5
24. 101 Independence Ave.	30-392-2-1	5
25. 108 Cypress Ave.	30-628-34-9	5
26. 10 Longino Rd.	165D-5572-1-23-A	5
27. 204 Railroad Ave.	167B-5100-1-175	5

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

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

RESOLUTION

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

Case #	Address	Parcel #	Ward
1.	722 Walnut St.	39-844-1-18	2
2.	1101 Cherry St.	40-88-4-1	2
3.	717 E. 7th St.	34-348-3-2	2
4.	405 E. 5th St.	34-444-32-18	2
5.	422 Clark St.	26-568-1-3	2
6.	1209 Rebecca Ave.	43-696-13-3	2
7.	1102 Gravel Line St.	26-84-1-5	2
8.	708 Short 9th St.	34-292-28-29	2
9.	708 River St.	34-348-5-3	2
10.	451 W. 4th St.	27-144-2-5	2
11.	706 E. 7th St.	34-348-5-16	2
12.	602 Fairley St.	34-292-26-11	2
13.	500 Short 5th St.	34-444-34-13	2
14.	807 Bouie St.	34-292-27-2	2
15.	906 Dewey St.	34-132-2-6	2
16.	904 Tuscan Ave.	40-1028-8	2
17.	904 Tuscan Ave.	40-1028-11	2
18.	904 Tuscan Ave.	40-1028-11A	2
19.	116 Elaine Circle	17-178-1-9	3
20.	218 N. 19th Ave.	21-312-4-1	4
21.	313 N. 21st Ave.	21-716-1-9	4
22.	501 Hood Rd.	167A-10119-97	5
23.	410 Dumas Ave.	30-488-1-5	5
24.	101 Independence Ave.	30-392-2-1	5
25.	108 Cypress Ave.	30-628-34-9	5
26.	10 Longino Rd.	165D-5572-1-23-A	5
27.	204 Railroad Ave.	167B-5100-1-175	5

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg,

Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m. On March 16, 2015, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this, the 17th day of February, A.D., 2015.

(SEAL)
ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 17th day of February, A.D., 2015.

ATTEST: ADOPTED:

_____ _____
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2014-1605

File ID:	2014-1605	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Resolution appointing Parks and Recreation Director.			**Final Action:**	01/06/2015
				Minute Book Number:	MB2015-8

Title:
Adopt a Resolution appointing Clemon Terrell as Director of Parks and Recreation.

Notes:

Sponsors:

Enactment Date:

Attachments: Clemon Terrell Resolution, Resume-C Terrell, executed Clemon Terrell Resolution RES#2015-2

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Adopt a Resolution appointing Clemon Terrell as Director of Parks and Recreation.

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1605

Title

Adopt a Resolution appointing Clemon Terrell as Director of Parks and Recreation.

Summary

Appointment of Director of Parks and Recreation

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF PARKS AND RECREATION DEPARTMENT FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Clemon Terrell is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Parks and Recreation Department.

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

Section 1. That Clemon Terrell be and is hereby confirmed to serve as Director of Parks and Recreation Department to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Clemon D. Terrell, Ph.D.
4586 Highway 49
Hattiesburg, Ms 39401

Endeavor:

A career, which challenges and reward my years of experience and education

Education:

2001 Doctor of Philosophy of Chemistry, University of Southern Mississippi

1984 Bachelor of Arts (Business Administration), University of Southern Mississippi

1980 Hattiesburg High School

Professional Experiences:

2001-Present The City of Hattiesburg
The Department of Parks and Recreation, Director

2001-2001 University of Mobile
Organic Chemistry Instructor

1995-2001 University of Southern Mississippi
Doctorial Candidate, Chemistry

1992-1995 University of Southern Mississippi
Alliance for Minority Participation, Director

1990-1992 Moore Career College
Admission Officer

1986-1990 Northwestern Mutual Life
Insurance Agent

1984-1986 Pursued Professional Football Career

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF PARKS AND RECREATION DEPARTMENT FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Clemon Terrell is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Parks and Recreation Department.

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

Section 1. That Clemon Terrell be and is hereby confirmed to serve as Director of Parks and Recreation Department to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of January, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1606

File ID:	2014-1606	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of Director- Urban Development			**Final Action:**	01/06/2015
				Minute Book Number:	MB2015-9

Title:

Adopt a Resolution appointing Pattie Brantley as Director of Urban Development.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Pattie Brantley -Resolution, Resume - P Brantley, executed Pattie Brantley -Resolution RES#2015-3	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt a Resolution appointing Pattie Brantley as Director of Urban Development.

There being no 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
TEL-No Vote:	0	

Text of Legislative File 2014-1606

Title

Adopt a Resolution appointing Pattie Brantley as Director of Urban Development.

Summary

Appointment of Director- Urban Development.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF URBAN DEVELOPMENT DEPARTMENT FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Pattie Brantley is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Urban Development Department.

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

Section 1. That Pattie Brantley be and is hereby confirmed to serve as Director of Urban Development Department to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective January 6, 2015.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

PATRICIA G. BRANTLEY, AICP

Résumé

125 Old Highway 49
Hattiesburg, Mississippi 39401
Phone (601) 520-8504

PROFESSIONAL GOALS

- To always project my professional planning knowledge, skills and experience to the best of my ability in serving the public and private sectors;
- To always make professional unbiased decisions based on factual data, tempered with common sense;
- To take every opportunity to educate the layperson at their level as to why planning should be important to them;
- To always bring energy and optimism into my workplace.

SUMMARY OF QUALIFICATIONS

- A planning professional with strong leadership, communication, and organizational skills;
- A high level of confidence in decision making, negotiating and problem solving;
- Excellent skills in public relations as well as public speaking.

LAND USE PLANNING *PRIVATE AND PUBLIC*

- *Private*- Coordinated a city-wide land use study and analysis, prepared base maps in AutoCad, also prepared a first draft zoning ordinance and zoning map. (1995 - City of Waynesboro, MS)
- *Private*- Prepared Industrial Site Information Guide: Southeast Mississippi; project comprised a 22 county area profile with 117 computer-generated maps. (1994 - Mississippi Power Company)
- *Private*- Prepared proposals to receive Community Development Block Grants (Katrina funding) for planning services within the lower six coastal counties.
- *Private*- Consulting work for the Pine Belt area and the Gulf Coast region: Cities: Hattiesburg, Laurel, Wiggins, Picayune, Gautier; Counties: Stone and Harrison.
- *Private*- Prepared comprehensive plans: public participation processes, data gathering, analysis, publishing, photography and writing.
- *Public*- Participated in the City of Hattiesburg's annexation studies: maps, legal descriptions, field surveys.
- *Public*- Performed zoning and land use analyses for transportation corridors and prepared the findings.
- *Public*- Participated in the Post-Katrina Governor's Commission on Rebuilding the Gulf Coast (October – 2005) Charrette facilitated by Andre Duany and his team. Assisted in developing conceptual plans for architectural and land use elements.
- *Public*- Served, coordinated and assisted in facilitation of the Land Use Committee's Public Meetings for the City of Biloxi's "Reviving the Renaissance". *(The goal being to bring together the efforts of the Governor's Commission on Revitalization and Biloxi's needs, as defined by citizenry and local professionals, to produce a realistic and fundable plan for the future.)*

- *Public*- Worked with Living Cities Group and Goody Clancy Planners to provide city data for their local presentations and possible funding opportunities for the City of Biloxi.

MUNICIPAL PLANNING/ZONING

- Provide independent interpretation and administration of Municipal Land Development Ordinances, Statutes, and Codes.
- Explain, justify and defend municipal Land Development Ordinances.
- Negotiate/resolve sensitive and controversial issues such as disputes, violations, variances, etc.
- Represent the City to new commercial/residential developers.
- Chair and coordinator for Site Plan Review Committee.
- Administer Storm Water Pollution Prevention Plan requirements for new development.
- Coordinate information with other departments (planning division, engineering, fire, forester, etc.).
- Receive and process public hearing petitions for Planning Commission review.
- Provide research and analyses of proposed requests for zoning amendments.
- Generate ArcView zoning maps, digital photos, Power Point presentations and data summaries.
- Coordinate and attend Planning Commission public hearings for the City of Hattiesburg and the City of Biloxi.
- Coordinated Planning Commission work sessions and training workshops.
- Presentations to the Planning Commission, Board of Adjustments, Historic Conservation Commission, Mayor and City Council.
- Participated on a variety of boards, commissions, and committees. (Telecommunication Ordinance Committee, Sustainability Committee, Land Development Code Revision Committee).
- Prepared and represented Land Development Code Ordinance text amendments for due process.
- Participated in proposing draft land code regulations and design standards for Hattiesburg's Historic Downtown District.

PLANNING ADMINISTRATION

- Served as Planning Division Administrator with the City of Hattiesburg's Department of Urban Development. Division staff responsibilities: Planning/Zoning, New Development, Re-Development, Site Plan Review, Historic Preservation, Neighborhood Enhancement Program, Flood Plain Management, Action Line.
- Represented the Division to the Urban Development Director, Mayor and City Council.

STRATEGIC PLANNING

- Assisted in planning and facilitating Hattiesburg's "Neighborhoods Helping Neighbors" a comprehensive citywide planning program beginning with twenty-five neighborhoods including training for steering committees, neighborhood surveying, and assessment meetings.
- Assisted in planning and facilitating the neighborhood visioning workshops and goal setting sessions with community leaders and organizations.
- Prepared long range comprehensive plans (20 year vision) for Hattiesburg and Picayune.

MAP INTERPRETATION

- Experienced in interpretation of tax parcel maps, zoning maps, land use maps, aerial photography, topographic maps, and flood maps.
- Experienced in interpretation of engineering and survey plats, residential and commercial site plans and construction plans.
- Proficient in interpreting legal descriptions.
- Experienced in land surveying, construction layout and plat preparation.
- Assisted with Global Positioning Systems (GPS) mapping projects.

COMPUTER AND RELATED SKILLS

- Word Perfect, Microsoft Word, Excel, Access, Power Point, Photo Shop, Pagemaker, Publisher;
- AutoCad, ArcView GIS;
- Internet and Electronic mail, Outlook;
- Digital photography and Digital presentation equipment.

EMPLOYMENT HISTORY (PLANNING/MAPPING)

07-22-2009 to Present – See Attachment A
Director
CITY OF HATTIESBURG
Department of Urban Development

06-15-06 to 03-15-09
Planner III
NEEL-SCHAFFER, INC.
Hattiesburg, MS

09-21-05 to 05-31-06
Executive Planner
CITY OF BILOXI
Department of Community Development

08-30-03 to 09-21-05
Planning Administrator/Land Use Planner
CITY OF HATTIESBURG
Department of Urban Development

09-10-98 to 08-30-03
Land Use Planner
CITY OF HATTIESBURG
Department of Urban Development

07-15-96 to 09-10-98
Planning Technician
CITY OF HATTIESBURG
Department of Planning & Community Development

1994 to1996
P. BRANTLEY & ASSOCIATES
Hattiesburg, Mississippi
Consultant: Planning/Mapping

1988 to1994
RICHARD B. BRANTLEY, P.L.S.
LAND SURVEYING & MAPPING
Hattiesburg, Mississippi
AutoCAD tech.; Bookkeeping/Payroll

EDUCATION

- University of Southern Mississippi. Degree received in May, 1994. Bachelor of Science: Geography/Planning (minor).
- Recipient of the 1994 Willa Bolton Award for Outstanding Achievement from the Department of Geography and Area Development.

CONTINUING EDUCATION

- American Institute of Certified Planners – Exam/Pass date: May 19, 2005
- American Planning Association National Conference, Chicago, IL 2013
- American Planning Association National Conference, Los Angeles, CA 2012
- American Planning Association National Conference, Boston, MA 2011
- American Planning Association National Conference, New Orleans, LA 2010
- American Planning Association National Conference, Las Vegas, NV 2008
- American Planning Association National Conference, Philadelphia, PA 2007
- American Planning Association National Conference, San Francisco, CA 2005
- American Planning Association National Conference, Washington, D.C. 2004
- American Planning Association National Conference, Denver, CO 2003

PROFESSIONAL AFFILIATIONS

- AICP, American Institute of Certified Planners
- American Planning Association
- Mississippi Chapter of American Planning Association

REFERENCES AVAILABLE UPON REQUEST

Attachment A
CITY OF HATTIESBURG
DEPARTMENT OF URBAN DEVELOPMENT
July 2009 – December 2013

Accomplishment Highlights

Web Site

- Revamped the department's existing web pages.
- Provided up-to-date information, forms and procedures to the public.
- Simplified the site's navigation to make it more user-friendly.
- Focused on "Fast Track Information Links" for Land Development and Permitting procedures, Neighborhoods, Planning and Historic Commission Agendas, with more to come.

Action Center:

- Moved office location from the Police Department to City Hall for better monitoring of employees and procedures.
- Implemented a more efficient reporting process for monitoring calls.
- Restructured the processes and procedures for handling calls to re-establish citizen trust and cooperation.
- Enhanced policies to improve report status of projects to the general public.

Code Enforcement:

- Instated new policies and procedures for initiating/tracking violations.
- Established priorities for issuing pro-active and re-active violations.
- Increased the number of officers from three to five.
- The department's Code Enforcement Manager implemented the creation of the **MS Association of Code Enforcement (M.A.C.E.)** to promote statewide code enforcement education and certification. Began December 2010 and now has 176 members statewide.
- Last month, the Code Enforcement Manager, officers and the code enforcement clerk were moved out from under the supervision of the Land Code Division and now report directly to the director.

Environmental Court

- Evaluated existing procedures and processes of the Municipal-Environmental Court.
- Promoted the importance of a separate environmental court to neighborhoods, elected officials, and municipal judges. Held workshop with guest speaker, Environmental Court Judge Larry Potter, Shelby County, TN.
- Restructured the processing and docket setting of all code enforcement cases within our department apart from the Municipal Court system.
- Designated one of our staff as a sworn Municipal Court Clerk assigned only to Environmental Court cases;
- Environmental Court now has its own timeslot and schedule.
- Environmental Court now has one judge, instead of three.

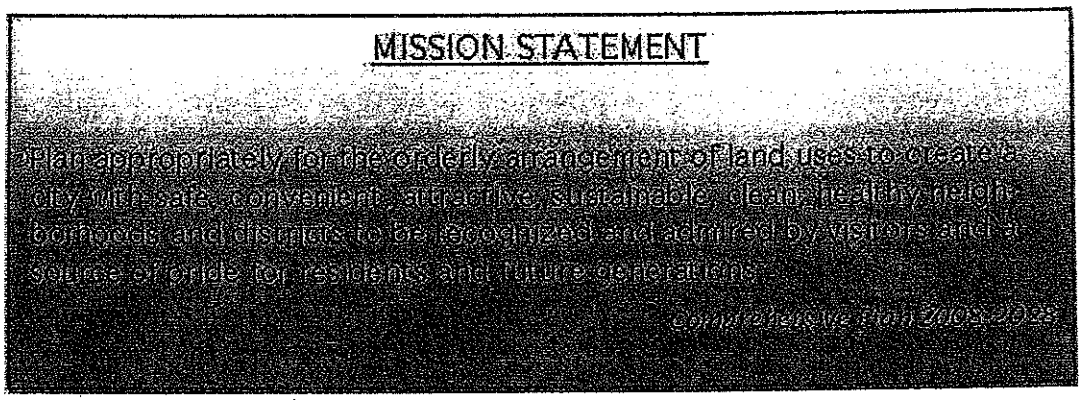
Midtown Master Plan

- A $300,000 HUD Community Challenge Grant awarded to the city in 2011. The department has administered the master plan project for the past three years and it is now adopted.

Update the Land Development Code 1989

- Revise the City's Land Development Code 1989, to address needed changes and to implement the vision, goals and strategies of the 2008-2028 Comprehensive Plan.
- Revitalization of commercial corridors (Hardy, W. Pine, Broadway)
- Promote building design and building materials that complement surrounding developments and streets.
- Incorporate new sections to promote "special mixed-use districts", such as Midtown and Twin Forks Rising. This project was scheduled to be finished in Summer 2013, but has been delayed due to personal medical issues. Looking to complete by Spring, 2014.

- The guiding principle of the Department of Urban Development is to protect the "public health, safety and welfare" within the built environment and for its citizens.
- The department is accountable for the comprehensive, orderly growth of the built environment, while incorporating the principles of Smart Growth.
- The department demonstrates the legal, administrative and implementation authority relating to every lot, parcel or tract of land within the city.



RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF URBAN DEVELOPMENT DEPARTMENT FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Pattie Brantley is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Urban Development Department.

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

Section 1. That Pattie Brantley be and is hereby confirmed to serve as Director of Urban Development Department to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective January 6, 2015.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of January, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1607

File ID:	2014-1607	**Type:**	Resolution	**Status:**	Passed
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of Municipal Court Judge			**Final Action:**	01/06/2015
				Minute Book Number:	MB2015-9

Title:

Adopt a Resolution appointing Jerry Evans as Municipal Court Judge for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Jerry Evans-Resolution, Resume - J Evans, executed Jerry Evans-Resolution RES#2015-4	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution appointing Jerry Evans as Municipal Court Judge for the City of Hattiesburg.

There being no 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
TEL-No Vote:	0	

Text of Legislative File 2014-1607

Title

Adopt a Resolution appointing Jerry Evans as Municipal Court Judge for the City of Hattiesburg.

Summary

Appointment of Municipal Court Judge.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FOR APPOINTING MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Jerry Evans be and is hereby appointed as Municipal Court Judge, effective January 6, 2015, until further ordered.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Jerry A Evans
P.O. Box 1230 • Hattiesburg, Mississippi • 39403-1230 • 601-544-4943

Brief Personal Summary

Married to Lynne Evans

Father of three children

Graduated from:

University of Mississippi School of Law	1973
University of Southern Mississippi	1971

Legal Background

Partnership of Barefield, Riley and Evans	1975
Sole Practitioner	1979
Special Master to the 10th Chancery Court District	8 years
Attorney for Industrial Park Commission	5 years
City Attorney, City of Hattiesburg	10 years
Municipal Court Judge, City of Hattiesburg	1 year
Attended Mississippi Judicial College	2012

Licensed to Practice in all State Courts in Mississippi:

Northern and Southern Federal District Courts

5th Circuit Court of Appeals

Primary Practice in Municipal Defense; Representative Clients:

City of Hattiesburg	Mississippi Municipal Pool
City of Sumrall	Emergency Management District
City of Columbia	Southern Pre-Engineer Builders
Southeast Mississippi Livestock Assoc.	

RESOLUTION

RESOLUTION FOR APPOINTING MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Judge; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Jerry Evans be and is hereby appointed as Municipal Court Judge, effective January 6, 2015, until further ordered.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1608

File ID: 2014-1608 **Type:** Resolution **Status:** Passed

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

File Created: 12/31/2014

Brief Title: Appointment of Municipal Court Clerk **Final Action:** 01/06/2015

Minute Book Number: MB2015-9

Title:
Adopt a Resolution appointing Faye Hicks as Municipal Court Clerk.

Notes:

Sponsors: **Enactment Date:**

Attachments: Faye Hicks- Resolution, Resume - I Hicks, executed
Faye Hicks- Resolution RES#2015-5 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution appointing Faye Hicks as Municipal Court Clerk.

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1608

Title

Adopt a Resolution appointing Faye Hicks as Municipal Court Clerk.

Summary

Appointment of Municipal Court Clerk.

Budget Information
Expenditure Type
Purchasing Item
Publication Information

RESOLUTION

RESOLUTION FOR APPOINTING MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Clerk; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Faye Hicks be and is hereby appointed as Municipal Court Clerk, effective January 6, 2015, until further ordered.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

I'Nes Faye Hicks
83 Burketts Creek Dr.
Hattiesburg, MS 39401
601-408-2006 or 601-583-3918

Objective: Seeking a position with a challenging growth oriented organization that will allow me to utilize prior and existing skills.

Education:

8/1979 to 5/1982	Alcorn State University	Lorman, MS
Major	Health Science Administration	
1/07/13 to Present	Post University	
Major	Criminal Justice Administration	

Experience:

01/2013 to Present — Hattiesburg Police Department
Court Clerk
Maintain the records of the court, acts as liaison between the judge and a variety of other County departments and agencies. Responsible for routine correspondence received by the court requiring information or responses to inquiries. Organizes and maintains files of records and correspondence of both routine and confidential nature. Answers telephone calls, screens callers, takes messages, provides general information to the public, and makes appropriate referrals to other offices. Receive and review orders of Expungement for proper processing. Train new employees on specific job duties as directed.

03/2012 to 01/2013 — Hattiesburg Police Department
Accounting Division Manager
Managed two employees in the Accounting Division, entered time for all of Police Department personal including sworn and non sworn. Providing support to the Municipal Court with financial matters and training. Process all new hire paperwork for Human Resource, balance cash receipts and ensure money is disbursed and applied appropriately. Coordinate, scheduling and billing for off-day Officers for services or worked that occurs outside of work schedule

09/2010 to 03/2012 — Hattiesburg Police Department — Hattiesburg, MS
Records Division Manager
Managed ten employees of the Records Department; assist with the day to day operations with data entry of police reports, accidents reports, alarm reports, heavy public contact by phone or in person. Billing outside agencies that request reports from background

checks. Operate finger printing request and NCIC background and also maintain accurate records

Directors Assistant – Hattiesburg Police Dept.

05/2006 to 09/2010 Assistant for three Directors - Schedule appointments, order supplies, career development classes notification, typing letters and memos, training records update, personnel files and recruit files update, answer phone, notify applicants of appointments. Travel requisition, and requisition of all academy purchases including registration, lodging for both police and fire when attending In-Service, and schools outside the City of Hattiesburg, keeping track of the weapon inventory. Changing and updating patrol platoon schedule and Firefighter class schedule. Serve as liaison contact person for all Lateral Transfer Officers with HR paperwork and Civil Service applications making sure all are completed and verifying certifications to check validation and in compliance with MS Peace Officer Standards and Training.

06/2005 to 01/2009 Cardon Healthcare Hattiesburg, MS

Account Representative- Full Time to Part time

Perform third party eligibility work and other specialize accounts receivable recovery services for hospitals throughout the US. Screening patients for eligibility for programs that's offered by the State of MS (Ms Medicaid, PLAD, SSI disability or Charity programs) understanding the guidelines set by the state for all programs.

11/2002 to 05/2004 Baylor Univ. Med Center Dallas, TX

Patient Access Service

Obtains current and accurate demographic and insurance information in order to register patients. Verifies and pre-certifies insurance for hospital and outpatient admissions. Counsel patients in.reference to their accounts set up payment arrangement and also responsible for assuring correct billing information

03/2000 to 08/2002 Memphis Managed Care Corp Memphis, TN

Appeals Clerk/Claims Adjudicator

Expedites the resolution of appeals (Pharmacy and Service) appeals by coordination appeals logging information by data entry. Tracking and reporting information provide clerical support to the department and researches medication and other medical terminology as needed. Claims Adjudicator- Process professional and institutional claims according to policies and procedures.

02/1993 to 10/2000 The Regional Medical Center Memphis, TN

Administrative Assistant/ER Admission Representative
Receives routes office visitors and telephone calls to the appropriate destination or individual, order supplies and forms handles outgoing incoming mail, maintain a filing system for classifying retrieving and disposing of such materials as correspondence, records, reports and documents. Schedule patient appointments and maintain department budget. ER Admission Representative – Perform various clerical admitting processing data entry and discharging functions within unit operations to affect a smooth efficient and customer responsive patient flow service.

03/1990 – 11/1991 Shelby County Criminal Court
Deputy Court Clerk Memphis, TN
Perform clerical support and customer service to the public. Clerk Of the court, responsible for data entry of all dispositions ordered by the Judge. Created court dockets and closing of all closed cases.

06/1984 to 01/1988 Hattiesburg Police Dept. Hattiesburg, MS
Deputy Court Clerk
Perform clerical support and customer service to the public. Collections of fines from traffic or misdemeanor, maintain filing system. Accurately update information answer multi-phone lines, dispatch information to officers, operated NCIC computer, complete intake reports from officers and attorneys, also take reports from the public in reference to complaints.

Professional Training

Areas of training include the following

- Criminal Justice Information Symposium – 40 hours
- Background Investigations for Public Safety Positions
- Emergency Service Administrative Professionals Certification
- MS State Personnel Board – Basic Supervisory Course Certificate
- Municipal Court Clerk Seminar – MS Judicial College

RESOLUTION

RESOLUTION FOR APPOINTING MUNICIPAL COURT JUDGE FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Clerk; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Faye Hicks be and is hereby appointed as Municipal Court Clerk, effective January 6, 2015, until further ordered.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1609

File ID:	2014-1609	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of City Prosecutor			**Final Action:**	01/06/2015
				Minute Book Number:	MB2015-9

Title:

Adopt a Resolution appointing Sally O'Flynn as Municipal Court Prosecutor, Post 1 for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Sally O' Flynn- Res, Resume - S O'Flynn, executed Sally O' Flynn- Res RES#2015-6	**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	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution appointing Sally O'Flynn as Municipal Court Prosecutor, Post 1 for 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
ΓEL-No Vote:	0	

Text of Legislative File 2014-1609

Title

Adopt a Resolution appointing Sally O'Flynn as Municipal Court Prosecutor, Post 1 for the

City of Hattiesburg.

Summary

Appointment of City Prosecutor.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FOR APPOINTING MUNICIPAL PROSECUTOR, POST 1 FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Prosecutor, Post 1; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Sally O'Flynn be and is hereby appointed as Municipal Prosecutor, Post 1, effective January 6, 2015 until further ordered.

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 Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Sally James O'Flynn
Post Office Box 1386
Hattiesburg, Mississippi 39403
601-545-6666

Department: Court Department

Position: Municipal Prosecutor

Personal: Married to Danny O'Flynn, 27 years

Education: Mississippi College School of Law
Doctor of Jurisprudence, May 1990

University of Southern Mississippi
Bachelor of Science, December 1986

Legal Background:

Sole Practitioner	1990
Public Defender, City of Hattiesburg	6 months
Municipal Prosecutor, City of Hattiesburg	18 years

Licensed to practice in all Mississippi State Courts.

Primary practice in criminal law.

RESOLUTION

RESOLUTION FOR APPOINTING MUNICIPAL PROSECUTOR, POST 1 FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Prosecutor, Post 1; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Sally O'Flynn be and is hereby appointed as Municipal Prosecutor, Post 1, effective January 6, 2015 until further ordered.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1610

File ID:	2014-1610	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of City Prosecutor			**Final Action:**	01/06/2015
				Minute Book Number:	MB2015-9-10

Title:

Adopt a Resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Alexander Ignatiev-Resolution, Resume - A Ignatiev, executed Alexander Ignatiev-Resolution RES#2015-7	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt a Resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, for 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

ΓEL-No Vote: 0

Text of Legislative File 2014-1610

Title

Adopt a Resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, for

the City of Hattiesburg.

Summary

Appointment of City Prosecutor.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FOR APPOINTING A MUNICIPAL COURT PROSECUTOR FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Prosecutor, Post 2; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Alexander Ignatiev be appointed as Municipal Court Prosecutor, Post 2, effective January 6, 2015, until further ordered.

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 Council person _____, seconded by Council person _____, and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

ALEXANDER IGNATIEV, ATTORNEY AT LAW, P.A.
P.O. BOX 2076 HATTIESBURG, MS 39403-2076
(601) 914-5660 TEL (601) 583-2641 FAX IGNATIEVLAW@GMAIL.COM

EMPLOYMENT

Alexander Ignatiev, Attorney at Law, P.A.
Owner since January 6, 2006

City of Hattiesburg
Municipal Prosecutor, Post 2, February 22, 2012 to present

William Carey University
Adjunct Professor of History & Political Science, 2009 to present

University of Southern Mississippi
Adjunct Professor, School of Health, 2008 to 2012

Allen, Allen, Breeland, & Allen PLLC
Associate from May 2004 to December 2005

Gunn and Hicks, PLLC
Associate from January 2003 to May 2004

Mississippi Court of Appeals
Judicial Law Clerk from December 2001 to December 2002

EDUCATION

The University of Mississippi School of Law, J.D. 2001

Georgetown University, B.A. 1998

PROFESSIONAL ASSOCIATIONS

Mississippi Bar Association- Member since 2001

Licensed in all courts state and federal in Mississippi since 2001

South Central Mississippi Bar Association- Member since 2003

Mississippi Brewers Guild- Executive Director

OTHER ASSOCIATIONS

American Homebrewers Association- Lifetime Member

Holy Cross Orthodox Christian Mission- Founder and Council Member

REPRESENTATIVE CLIENTS

Keg & Barrel, LLC

Southern Prohibition Brewing, LLC

Mississippi Music, Inc.

Bridgefield Estates Homeowners Association

RESOLUTION

RESOLUTION FOR APPOINTING A MUNICIPAL COURT PROSECUTOR FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Prosecutor, Post 2; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Alexander Ignatiev be appointed as Municipal Court Prosecutor, Post 2, effective January 6, 2015, until further ordered.

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 Council person Dryden, seconded by Council person Carroll, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of January, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1611

File ID:	2014-1611	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of Judge Pro-tem			**Final Action:**	01/06/2015
				Minute Book Number:	MB2015-10

Title:

Adopt a Resolution appointing Jonathan Farris as Municipal Court Judge Pro-tem, for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Jonathan Farris- Resolution, Resume - J Farris, executed Jonathan Farris- Resolution RES#2015-8	**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	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Adopt a Resolution appointing Jonathan Farris as Municipal Court Judge Pro-tem, for 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
ΓEL-No Vote:	0	

Text of Legislative File 2014-1611

Title

Adopt a Resolution appointing Jonathan Farris as Municipal Court Judge Pro-tem, for the

City of Hattiesburg.

Summary

Appointment of Judge Pro-tem.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FOR THE APPOINTMENT OF MUNICIPAL COURT JUDGE PRO-TEM FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Court Judge Pro-tem; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Jonathan Farris as Municipal Court Judge Pro-tem until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective January 6, 2015.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Jonathan M. Farris

Attorney at Law

6645 U.S. Highway 98, Suite 3

Hattiesburg, MS 39402

(601) 271-8757

PROFESSIONAL LICENSES AND EDUCATION

April 27, 1999	Licensed to Practice Law by the State of Mississippi Admitted to Practice in Mississippi State Courts Admitted to Practice in United Stated Federal Courts in Mississippi Admitted to Practice in United States 5th Circuit Court of Appeals
Legal Education	
August 1996 - December 1998	**Mississippi College School of Law** Juris Doctrine Awarded December 18, 1998 American Jurisprudence Award Mississippi Practice Mississippi Public Defenders Assoc. Scholarship Award
Undergraduate	
August 1991-August 1996	**University of Southern Mississippi** -Bachelor of Science Degree in Paralegal Studies -Minor in Criminal Justice -Deans List Scholar

WORK EXPERIENCE

April 27, 1998 -Present	**Jonathan M. Farris** **Attorney At Law** 6645 U.S. Highway 98, Suite 3 Hattiesburg, MS 39402 (601) 271-8757 General Practice of Law/Civil and Criminal Litigation
October 1, 2012 - Present	**Hattiesburg Municipal Court Pro Temp Judge**
January 2008 -December 2011	**Forrest County Public Defender** Post Office Box 849 Hattiesburg, MS 39403 (601) 545-6122
January 2004 -December 2007	**Forrest County Assistant Public Defender** Post Office Box 849 Hattiesburg, MS 39403 (601) 545-6122

PROFESSIONAL ORGANIZATIONS

Mississippi Bar Association
American Bar Association
South Central Mississippi Bar Association
Mississippi Public Defenders Association
Mississippi Volunteer Lawyers Project
CJA Panel, U.S. District Court for the Southern District of Mississippi
Policemen's Benevolent Association Approved Counsel

RESOLUTION

RESOLUTION FOR THE APPOINTMENT OF MUNICIPAL COURT JUDGE PRO-TEM FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Court Judge Pro-tem; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Jonathan Farris as Municipal Court Judge Pro-tem until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective January 6, 2015.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1612

File ID:	2014-1612	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of Municipal Court Judge Pro-tem			**Final Action:**	
				Minute Book Number:	MB2015-10

Title:
Adopt a Resolution appointing Crystal Wise Martin as Municipal Court Judge Pro-tem, for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Crystal Wise Martin- Resolution, Crystal Martin-Resume	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					
	Action Text:	No motion was made; there was no discussion.					

Text of Legislative File 2014-1612

Title

Adopt a Resolution appointing Crystal Wise Martin as Municipal Court Judge Pro-tem, for the City of Hattiesburg.

Summary

Appointment of Municipal Court Judge Pro-tem.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FORTHE APPOINTMENT OF MUNICIPAL COURT JUDGE PRO-TEM FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to extend the appointment of Municipal Court Judge Pro-tem; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That the appointment of Crystal Wise Martin as Municipal Court Judge Pro-tem, until further ordered.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective January 6, 2015.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

BIOGRAPHICAL SKETCH

CRYSTAL WISE MARTIN

A native of Jackson, Mississippi, Crystal Wise Martin, was born to Mr. Mark and Judge Patricia Wise on Christmas Day in 1971.

She is a product of Jackson Public Schools, having attended Powell Elementary School, North Jackson Elementary School, Powell Junior High School, Callaway High School, and APAC.

After graduating high school in 1990, Attorney Martin attended undergraduate school in Atlanta, Georgia where she earned a Bachelor of Science in Chemistry from Spelman College and a Bachelor of Chemical Engineering from the Georgia Institute of Technology (Georgia Tech) in May and June of 1995. As an undergraduate student, she was the first Mississippian awarded the Women In Science and Engineering (W.I.S.E.) Scholarship sponsored by the National Aeronautics and Space Administration (N.A.S.A).

Rather than pursuing a career in the science field, the Lord ordered Attorney Martin's steps in a different direction. She was admitted to the University of Mississippi School of Law in Oxford, Mississippi. She was selected as one of five law students selected to teach Legal Writing to first year law students. She also worked as a student in the Lafayette County District Attorney's Office for then, District Attorney and now Attorney General, Jim Hood. During her last year of law school, in lieu of the typical course work, Attorney Martin opted to take the Bar examination and complete an externship at the Office of the United States Attorney for the Southern District of Mississippi. As an extern, Attorney Martin was permitted to participate in an actual trial which resulted in a favorable verdict for her client. In May 1998, she graduated from the University of Mississippi Law School as a licensed attorney and with one winning case under her belt.

After graduating, Attorney Martin, began work at the law firm of Langston, Frazer, Sweet and Freese, P.A. and primarily litigated complex cases in the areas of premises liability, product liability, automobile accidents, medical malpractice, nursing home cases and general tort liability. Of the many cases handled, she is most proud of the work performed on the Black Farmer's cases, a case where it was proven that thousands of Black Farmers were discriminated against by the United States Government.

Attorney Martin is past President of the Magnolia Bar Association, formulating the first mother-daughter legacy as president of the Magnolia Bar Association. (Her mother was the first female President of the organization.) Prior to serving as President, she served two terms as Secretary of the same organization. During her presidency, the organization commemorated the 50th anniversary of the Brown v. Board of Education, implemented a multi-county Election Protection effort to assist voters experiencing problems during

elections, and publicly emphasized a need for the appointment of more African American judges to the federal court bench. Senator Leahy read a letter during the Judiciary Committee meeting in Washington, D.C. This was part of the ground work laid to allow the recent appointments of Justice James Graves and Judge Carlton Reeves to the federal court.

Attorney Martin has held memberships in the Mississippi Bar Association, serving as Hinds County Representative, Young Lawyers Division; the Capital Area Association, serving on the Law Library Committee, and the Mississippi Association for Justice, serving as chair of the Hurricane Katrina Relief Committee. She was appointed by the Mississippi Supreme Court to serve as a member of the Commission to Study Rules for Pro Hac Vice. These are rules promulgated to permit lawyers from other states to temporarily practice law in the State of Mississippi.

In February 2008, she was appointed to the position of Attorney to the Hinds County Board of Supervisors. As Board Attorney, she advised the Supervisors on legal issues facing the County and the Board as a collective body. She interacted with all county departments on some level as all contracts and lawsuits are reviewed and acted upon by the Board Attorney. As the only attorney for the largest county and the capital county within the State, she often worked with various State offices, including the Mississippi Attorney General, the Mississippi State Auditor, the Mississippi State Tax Commission, and the Mississippi Ethics Commission, to name a few.

In 2014, she took over the law firm of Precious Martin, Sr. & Associates, PLLC, the firm started by her late husband, of more than 14 years, Precious T. Martin, Sr.

Attorney Martin is the proud mother of four children, Precious, Jr. (age 12), Daniel (age 11), Alyssa (age 8), and Anna (age 6).

Crystal Wise Martin

P.O. Box 373, Jackson, Mississippi 39205-0373
Telephone: (601) 944-1447 ~ Facsimile: (601) 944-1448

Objective

To serve as a Municipal Judge and to fulfill any other roles as the Mayor and Council may deem necessary.

Education

University of Mississippi Law Center
Juris Doctor
Oxford, Mississippi, May 1998

Georgia Institute of Technology
Bachelor of Chemical Engineering
Atlanta, Georgia, June 1995

Spelman College, NASA Scholarship
Bachelor of Science, Major: Chemistry
Atlanta, Georgia, May 1995

Qualifications & Experience

May 2014 - Present **Precious T. Martin, Sr. & Associates, PLLC**

Owner/Operator

Currently manages all of the operations and oversees all of the litigation of the firm.

March 2008 – October 2012 **Hinds County Board of Supervisors**

Board Attorney

Addressed and presented to the Board all legal issues facing Hinds County, Mississippi, including, but not limited to, contracts, tax abatements, permit and zoning, audits, public hearings, and public official activities. Also served as Parliamentarian to the Board during all official Board Meetings.

Served as legal advisor to county officials, including, but not limited to, members of the Board of Supervisors, Chancery Clerk, Tax Assessor, Tax Collector, Election Commissioner, County Administrator, and all Department Heads.

June 2005 - March 2008: **Precious T. Martin, Sr. & Associates, PLLC**

Managing Attorney/Office Manager

Drafted motions, legal briefs and letters necessary for litigation. Conduct client interviews, evaluate cases prior to official intake. Consult with experts necessary for litigation. Schedule, take and defend depositions. Pay bills of the law firm, manage staff, and consult with owner regarding all aspects of the legal practice and managerial issues.

Litigated large cases involving complex litigation, including but not limited to premises liability, mortgage fraud, insurance litigation, medical malpractice, nursing home litigation, and automobile wrecks. Tried cases to verdict in excess of One Million Dollars ($1,000,000.00). Helped resolve many cases in excess of One Hundred Thousand Dollars ($100,000.00). Litigated matters before all courts, both trial and appellate, in the State of Mississippi.

May 1998 - January 2003: **Langston, Sweet & Freese, P.A.**
Associate Attorney
Supervising attorneys were Shane F. Langston and Dennis C. Sweet, III. Drafted documents necessary for all aspects of litigation and appeal, if necessary. Presented motions for hearing and assisted in trial of matters, as well as substantial settlement of cases.

February 1998 - April 1998 **United States Attorney for the Southern District of MS**
Legal Intern, Civil Division
Researched and analyzed legal issues to provide for attorneys in pending litigation. Assisted in trial of first legal matter and won.

August 1996 - December 1997
Legal Writing Teaching Assistant, University of Mississippi School of Law
Taught legal writing classes to first year law students.

Summer 1997, **Former District Attorney, Jim Hood (presently MS Attorney General)**
Law Clerk, District Attorney for Lafayette, Chickasaw & Calhoun Counties
Prepared discovery and assisted prosecutors in preparing for trial.

Summers 1995 - 1997
National Aeronautics and Space Administration (NASA)
Stennis Space Center, Picayune, Mississippi

Activities and Memberships

Magnolia Bar Association, Inc.
President, May 2004-05
President Elect, May 2003-04
Secretary, May 2001-03

Board Member, New Hope Christian School Board
(Assisted with requirements of SACS accreditation which the school achieved December 2007)
Former President, New Hope Christian School PSO

Mississippi Bar Association
Young Lawyers Representative from the Jackson area, 2003-2004
Appointed by the MS Supreme Court to special committee to study pro hac vice fees

Capitol Area Bar Association

Mississippi Association for Justice (MAJ)
Former Chair, Hurricane Katrina Relief Fund
Board of Governors, 2005-2006

Admitted to Practice:

Admitted to practice in all State and Federal Courts within the State of Mississippi.

City of Hattiesburg, MS

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

Master

File Number: 2014-1613

File ID:	2014-1613	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of Municipal Public Defender.			**Final Action:**	
				Minute Book Number:	MB2015-10

Title:

Adopt a Resolution appointing Catouche J.L. Body as Municipal Public Defender, for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Catouche Body-Resume, Catouche Body -Resolution	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					
	Action Text:	No motion was made; there was no discussion.					

Text of Legislative File 2014-1613

Title

Adopt a Resolution appointing Catouche J.L. Body as Municipal Public Defender, for the City of Hattiesburg.

Summary

Appointment of Municipal Public Defender.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Catouche J.L. Body

CARTER & BODY, PLLC
407 Orchard Park Dr., Ridgeland, MS 39157
(601) 398-1614

Experience:

3/2014 to Present	**Carter & Body, PLLC** Managing Partner
10/2012 to 3/2014	**Jordan Cater and Body, PLLC** Partner responsible for all felony criminal cases
7/2002 to 10/2012:	**The Law Offices of Catouche J.L. Body, LLC (Jackson, MS)** **Partner Attorney** Law Practice in the areas of Personal Injury, Domestic Relations and Criminal Defense
7/2001 to 7/2002:	**Funches and Associates, Attorneys at Law (Jackson, MS)** **Associate Attorney** Law Practice in the areas of Personal Injury, Domestic Relations and Criminal Defense
9/2000 to 7/2002:	**Daniel Coker Horton and Bell, PLLC (Jackson, MS)** **Associate Attorney** Law Practice in the areas of Products Liability, Litigation and Insurance Defense
9/1999 to 9/2000:	**Mississippi Supreme Court (Jackson, MS)** **Clerk** Assisted Judge in Reviewing and preparing for cases
Education: **8/96 to 5/99**	**Mississippi College School of Law (Jackson, MS)** **JD (Dotric of Jurisprudence)**
8/92 to 5/96	**Tougaloo College (Jackson, MS)** **BS (Mathematics)**

RESOLUTION

RESOLUTION FOR APPOINTING MUNICIPAL PUBLIC DEFENDER FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Public Defender; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Catouche J.L. Body be and is hereby appointed as Municipal Public Defender, effective January 6, 2015 until further ordered.

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 Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1614

File ID:	2014-1614	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of Chief of Police			**Final Action:**	
				Minute Book Number:	MB2015-10

Title:

Adopt a Resolution appointing Mitchell Dent as Chief of Police for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Mitchell Dent- Resolution, Mitchell Dent Resume	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					
	Action Text:	No motion was made; there was no discussion.					

Text of Legislative File 2014-1614

Title

Adopt a Resolution appointing Mitchell Dent as Chief of Police for the City of Hattiesburg.

Summary

Appointment of Chief of Police.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION FOR APPOINTING POLICE CHIEF FOR HATTIESBURG POLICE DEPARTMENT FOR CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Mitchell Dent is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Chief of the Hattiesburg Police Department:

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

Section 1. That Mitchell Dent be and is hereby confirmed to serve as Chief of the Hattiesburg Police Department to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

MITCHELL DENT

103 Montaigne Drive Vicksburg, MS 39180

E-mail: md4dent@msn.com

December 29, 2014

Honorable Mayor Johnny DuPree;

I am writing to apply for the position of Chief of Police for the city of Hattiesburg Mississippi. I am confident that my skills are well aligned with the role and that I would be an excellent fit for the organization.

My mission for the Hattiesburg Police Department would be to serve all people within its jurisdiction with respect, fairness, compassion, and integrity. My commitment is to the prevention of crime and the protection of life and property, the preservation of peace, order and safety, the enforcement of laws and ordinances of the city of Hattiesburg and the state of Mississippi, along with the safeguarding of all rights and constitutional guarantees. With community service as our foundation, and driven by goals to enhance the quality of life, investigating problems and incidents, seeking and finding solutions to create a sense of security in our communities and in our citizens until that safety and security becomes a reality. These goals can be accomplished by nurturing public trust and holding ourselves accountable to the highest standards of performance and ethics.

I believe my experience and track record make me an excellent fit for this opportunity. I have enclosed my resume for your consideration. Please feel free to contact me visa telephone (601-638-0988 or 601-529-0270) or email md4_dent@msn.com at a time of your conveniences.

Sincerely;

Mitchell L. Dent

Date: December 29, 2014

From: Mr. Mitchell L. Dent

Former Chief of Police Vicksburg, MS

Honorable Mayor Johnny DuPree:

I am Mitchell L. Dent; I have served as Chief and Deputy Chief of Police of the Vicksburg Police Department under the Honorable Mayor Robert Walker. I have also serves as a Deputy Chief under the Honorable Mayor Paul Winfield (2010-2013) in additions to these I have also served a special appointment as a Warren County Justice Court Judge. I bring over thirty (30) years of law enforcement experience from patrol operations, investigations, crime scene investigations, community relations, grants and administration.

The mission statement for the Vicksburg Police Department is as follows; "The Mission of the Vicksburg Police Department is to serve all people within our jurisdiction with respect, fairness, compassion, and integrity. We are committed to the prevention of crime and the protection of life and property; the preservation of peace, order and safety; the enforcement of laws and ordinances; and the safeguarding of constitutional guarantees. With community service as our foundation, we are driven by goals to enhance the quality of life, investigating problems and incidents, seeking and finding solutions to create a sense of security in our community and in the individual. We nurture public trust by holding ourselves to the highest standards of performance and ethics." This mission statement was written when I served as Chief and it is the basics of my beliefs and goals for the department and city overall.

While serving as Chief we started to work on a new Policy and Procedures Manual that was designed to incorporate "best practices" and bring us more in line with new developments and techniques within the Law Enforcement community. Returning in 2010, after several years as a contract investigator with U. S. Army Corps of Engineers in their Federal Employees' Compensation Act (FECA) program; the new manual was implemented in 2013. This new Policy and Procedures Manual was a major reason for the Vicksburg Police Department becoming state accredited and national recognized Police Department by the State of Mississippi Law Enforcement Accreditation Commission (MSLEAC) and nationally by The Commission on Accreditation for Law Enforcement Agencies, Inc (CALEA).

Accomplishments and Implementations with the Vicksburg Police Department:

Twelve (12) Hour Shifts:

Moved from three eight (8) hour shifts to two (2) twelve (12) hour shifts. This move increased the manpower on the streets, resulted in a decrease in overtime and provided patrol officers with two (2) weekends off each month.

Take Home Vehicles:
After completing the probationary period, officers are allowed to take their assigned vehicle home. This created and increase presence within the community and a quicker response to emergency calls. Assigned vehicles also lead to a decrease in repair cost.

Community Service Program:
Individuals frond guilty of some offenses could sign up or be assigned to work community service with the city. This action allowed many to keep their jobs while working off the fine both after hours or on weekends; decreased our jail/ detainee bill and provides service at little or no cost to the city.

Neighborhood Enhancement Team:
The Neighborhood Enhancement Team (NET) is a small group of officers that are assigned to work special details, peak activity hours, and HOT SPOTS within the city as they assist the Patrol division.

Department Accreditation:
The process of getting the Vicksburg Police Department accredited started in 2000 and was halted when I left the department in 2002, when I returned in 2010 the efforts were restarted and completed in 2013. Accreditation highlights police departments that employ best practices and encourages diligence in following policies and procedures as well as a possible decrease of liability Premiums.

Goals as Chief of Police:

Inter-local Agreements/Cooperation

Increase cooperation and information sharing between surrounding Law Enforcement agencies and the law enforcement communities.

Prevention and Deterrence of Crime

The most obvious duty of the police department is to fight crime, and the most effective way to fight crime is to prevent its happening in the first place. By having a high visible presence in the community with routine patrols and quick response to calls from citizens, the police can give the community and potential criminals the sense that they are never far away. Participation in crime-preventing partnerships with the citizenry and information-sharing programs are ways the police can deter crime. This would also include becoming a part of Crime Stoppers network and increasing or establishing neighborhood watches units along with other community oriented policing tactics.

Collection of Evidence and Apprehension of Offenders

When a crime has been committed it is the responsibility of the police department to investigate the crime and collect evidence for prosecution of the offender. Part of this task would be accomplished by insuring Crime scene technicians have the proper training and equipment to perform their job. Once there is sufficient evidence to justify an arrest, the police department has the duty of locating and arresting the suspect or suspects. Our goal as a police department is to use only the amount of force that is reasonable and necessary to bring an incident or suspect under control. Once an arrest is made, it is important for the police to cooperate with the legal authorities charged with prosecuting the case.

Property: Recovery /Seizure/Sale/Disposal

Recovering lost or stolen property is a substantial goal of any police department. This includes taking control of the property, identifying its rightful owner and returning it as quickly as possible. In some cases, the return of property may be delayed if it is necessary to hold it for evidence in the prosecution of a crime. In other cases where the items become the property of the city as a result of having been seized as a part of the criminal case, or declared abandoned and surplus property by legal actions. As a result of these accumulation of property we will seek to sale or dispose of them by all legal means. The seizure and sell of these items could offset the purchase cost of equipment for the police department.

Traffic Services

One of the most important ways police departments protect life and property is through traffic services. According to the law firm Edgar Snyder and Associates there are more than six million auto accidents annually in the United States, resulting in 40,000 deaths and costing $164.2 billion dollars. By enforcing the traffic laws, expediting the safe movement of traffic and pedestrians, and investigating accidents, the police department will seek to keep the loss of life and property to a minimum. We will actively seek State and Federal funding to assist in educational and safety programs as well as enforcement strategies.

Emergency Services

Police and Fire responders are usually the most readily available public resource for any problem that arises. They are called on to assist ambulance, fire and other emergency personnel–as well as being an important part of any effective disaster response and recovery program the community has in place. It is important that these agencies are familiar with the operations of each other and in some cases cross training will be done to ensure proper and effective services are rendered when called.

Increase Officer Presence

One of the greatest deterrence to crime is officer presents. When and where there is large concentration of people we will increase the presence of officers utilizing bicycles, Segway's and foot patrols along with the utilization of the Sky-Cop Mobile Surveillance Systems in high crime or traffic areas. Funding for this type of equipment will be through grants and Homeland Security funding where available.

I would enjoy an opportunity to talk with you or someone in your organization to see where my skill sets would be of the greatest benefit to you and the City of Hattiesburg, Mississippi.

Sincerely,

Mitchell L. Dent

103 MONTAIGN DR. • VICKSBURG, MS 39180
HOME PHONE (601) 634-0988 • CELL (601)529-0270
E-MAIL MD4_DENT@MSN.COM

MITCHELL L. DENT

PROFESSIONAL EXPERIENCE

2010-2013 Deputy Chief of Police Vicksburg Police Department

Vicksburg, MS

- Deputy Chief of Patrol Operations: Oversees Patrol, Investigation which includes Narcotics, Juvenile, K-9, Traffic, Crime Scene and the Domestic Violence Units. Deputy Chief Dent along with the Internal Affairs Division were responsible for updating the Departments Policy and Procurer Manual which was instrumental in the Department becoming State Accredited and National recognized by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)

2004-2010 Integrity Investigations Contractor USACE Vicksburg, MS

- Agent - Conducts workers compensation investigations under the Federal Employees Compensation Act (FECA), for the United States Army Corps of Engineers for prosecution in federal courts or for administration action by the Office of Workers Compensation Program (OWCP), US Department of Labor (DOL). Establishes and maintains a liaison with criminal information networks and local, state, and federal law enforcement agencies. Conduct training for Injury Compensation Program Administrator (ICPA). Performs investigations by conducting surveillance, searching public records, and reviewing files and other documents including criminal histories and securing all evidence collected. If required, refers some investigations to other federal agencies while working in conjunction with the agencies to finalize cases.

2002-2004 Vicksburg Family Development Vicksburg, MS

- Youth Project Director

2003 Warren County Justice Court Vicksburg, MS

- Judge (Special Appointment)

1982 - 2002 City of Vicksburg Vicksburg, MS

- Patrol officer 1982 – 1988
- Detective Sergeant 1988 – 1991
- Crime Scene Investigator 1991 – 1995

- Captain of Crime Scene 1996 – 1997
- Deputy Chief of Police 1997 – 2000
- Chief of Police 2000-2001
- Captain of Crime Scene 2001 - 2002

1980 - 1982 City of Hattiesburg Hattiesburg, MS

- Police Officer

EDUCATION

- 1973 – 1978 University of Southern MS
  Hattiesburg, MS
- 1980 Hattiesburg Police Academy
  Hattiesburg, MS
- 1999 F. B. I. National Academy University of Virginia,
  Quantico, VA

PROFESSIONAL MEMBERSHIPS

Mississippi Chief's Association, International Association of Identification, International Association of Ethics Trainers, National Organization of Black Law Enforcement Executives (NOBLE), FBI National Academy Association. Alpha Phi Alpha Fraternity Inc.

AWARDS RECEIVED

- Officer of the Year 1986 (presented by Vicksburg Benevolent Club)
- Officer of the Year 1995 (presented by Exchange Club of Vicksburg)
- The 1998 Community Service Award for Juvenile Delinquency Prevention (presented by Vicksburg Family Development Service)
- Commendation from State vs. Wanda K. Beal's (1994 by Attorney General's Office Mississippi) Secret Clearance U. S. Army

SPECIAL TRAINING

Management Training

Drug Prevention (1998 - 24 hrs), DREAM (1989 - 24 hrs), ROCIS (1989 – 1994 - 64 hrs), IACP (1997 - 32 hrs, 2000 – 40 hrs), Liability Risk Management (1998 - 16 hrs), Officials Under Fire/Liability (1998 - 8 hrs), Managing Internal Investigation (1998 - 8 hrs), Management Workshop (1998 - 8 hrs), Accreditation for Law Enforcement Agency (1998 - 32 hrs), MACP (1999 - 32 hrs), Supervisor Management (2000 - 32 hrs), Vicksburg Chamber of Commerce Leadership Vicksburg (1991) National Academy Federal Bureau of Invitation (1999) Mississippi Chief's Association (January 2013)

Specialized Training

Crisis Negotiations (1982), Tactical Police Driving (1982), Officer Survival (1984 – 40 hrs). Narcotics and Dangerous Drugs (1984 – 40 hrs). Criminal Investigation (1985 – 40 hrs), Child Abuse (1985), Radiological Monitoring (1985). Hazardous Weather Training (1987). Survival Shooting Exercise (1987 – 16 hrs), Mental/Physical Aspect of Tactical Driving (1987), Jail Initiative (1987). PR-24 Instructor (1987). Gang Seminar (1988 – 16 hrs. 1990 – 16 hrs), Psychological Profiling (1988 – 24 hrs), Juvenile Delinquency (1988 – 16 hrs). Child Abuse Seminar (1988 – 16 hrs). Gang: A Current (1988 – 8 hrs), Gang: Operation Safe Street Hardcore (1989 – 32 hrs). Interview and Interrogations (1990 – 24 hrs). Safe Driving (1990 – 8 hrs), Advanced Crime Scene (1991 – 40 hrs), Fingerprint Class (1992 – 40 hrs). Charter Counseling Lecture (1993). Medico Legal Investment of Death (1993 – 8 hrs), Investigative Potpourri (1994 – 24 hrs), Hostage Negotiations Class (1995 – 24 hrs). Substance Alcohol Abuse/ Problems (1995 – 8 hrs), Coaching the Experience Driver II (1995), Stress Management (1997). IAI Conference (1997 – 32 hrs) Intoxilyzer Certification (2000), Cultural/Sensitivity Communication (2001 – 24 hrs) Defensive Drivers course(April 27, 2004) Prevention of Sexual Harassment (May 5, 2004) Fraud and Financial Investigation (March 6-9, 2005)Law Enforcement Refresher Course (April 2010) Ethics in Law Enforcements (July 10-19, 2012) VALOR Training (November 6-7, 2012) Law Enforcement Driving Course (January 23-25, 2013) CALEA Conference (March 2013)

City of Hattiesburg, MS

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

Master

File Number: 2014-1615

File ID:	2014-1615	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/31/2014
Brief Title:	Appointment of City Attorney			**Final Action:**	
				Minute Book Number:	MB2015-10

Title:

Adopt a Resolution appointing Charles "C.J. Lawrence III as City Attorney for the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Charles C.J. Lawrence III -Resume, Charles CJ Lawrence-Res	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					
	Action Text:	No motion was made; there was no discussion.					

Text of Legislative File 2014-1615

Title

Adopt a Resolution appointing Charles "C.J. Lawrence III as City Attorney for the City of Hattiesburg.

Summary

Appointment of City Attorney.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Charles "C.J." Lawrence III

✉ celawjr@gmail.com ☎ 601.310.0698
8 Heritage Court Jackson ▪ MS, 39211

Passionate attorney with a love for strategic planning, development, community outreach, social media, and music. The bridge between aspiration and actualization is action. Within each of us, there is an innovator with an opportunity to make an extraordinary impact on the world. Whether we seize the moment or not, is our decision. How we pursue that opportunity is our responsibility. When I see my community and its potential, I see the opportunity to do something exceptional for people that truly deserve it. - My hope is to truly effectuate change. I aim to be change.

Educational Background

Juris Doctor
Thurgood Marshall School of Law ▪ Houston, TX **May 2007**
Academic Achievement:
▪Finalist in Board of Advocates Mock Trial Competition, Fall 2005
▪Political Action Committee Chair Law Student Association, 2004-2007
▪Sports and Entertainment Law Society, 2004-2007

Bachelor of Arts in English Tougaloo College ▪ Jackson, MS **May 2003**
Academic Achievements:
- Cum Laude
- Dean's List Scholar, 1999-2003
- Presidential Scholarship, 1999-2003
- Student Keynote Speaker Tougaloo College 2003 Commencement- Shared stage with President William Jefferson Clinton
- Student Government Association President, 2002-2003
- Panelist at Congressional Black Caucus' Symposium on the State of Historically Black Colleges and Universities, Hosted by Assistant Democratic Leader of 112th Congress United States Representative James Clyburn and Democratic Chair of Homeland Security Congressman Bennie Thompson. **June 2003**
- Panelist at Tougaloo College's Symposium on The International and Local Terrorism. **2003**
- Captain of Honda All Star Challenge Quiz Bowl Team 2003
- Student Representative Model United Nations (Nigeria) 2003
- Omega Psi Phi Scholar of the Year, 2002
- National Award for Academic Excellence- English, 2002
- Alpha Lambda Delta Honor Society, 2000
- Student Government Association Vice President, 2001-2002
- Presidential Classroom- Future World Leaders Summit 1999
- Exchange Student – Ukraine 1998

Work Experience

Partner and Trial Attorney – Lumumba and Associates **April 2014 - Present**

General practice of law that handles cases that involves personal injury, criminal defense, family law, civil rights, entertainment law and contract negotiations.

Charles "C.J." Lawrence III

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8 Heritage Court Jackson ▪ MS, 39211

Director of Marketing– City of Jackson **September 2013 – April 2014**

Duties included developing marketing strategy to improve the image of the City of Jackson. Directly responsible for and expanding, updating and developing the New City of Jackson website.

- Developed slogan "One percent makes sense" and led campaign for Local Option Sale Tax Referendum
- Created the plan for Capital City Community Clean-up
- Wrote and created presentations for water rate increase and implementation of the EPA Consent Decree for public dissemination
- Liaison for the City of Jackson with the Mississippi Film Commission the Casting Director and Film Director for the movie Get On Up – The James Brown Story and coordinated with police department for filming to occur at different venues in the city.
- Assisted in negotiating new agreement with Comcast Cable
- Led team that began developing community based policing program along with civic leaders, community organizers, JPD

Director of Development - Tougaloo College **December 2012 – September 2013**

Charged with cultivating existing relationships and establishing new partnership opportunities with corporations, foundations, and individuals, developing capital campaign initiatives, working in conjunction with alumni affairs to enhance alumni participation, develop planned giving initiative, and directing Tougaloo's social media strategies and marketing communications, growth, branding, and content.

- Social Media Strategist and Brand Marketing – #1 most interactive Facebook Page in Higher Learning – Mississippi.
- Increased Average Gift, Cumulative Gift, and Created new opportunities for Partnerships with corporations like: Chevron, Exxon, Mississippi Power, Trustmark, etc.
- Employed ambitious and personalized strategies in engaging and cultivating new alumni donors as well as reaching previous alumni givers

Fundraising Director **January 2010- December 2011**

CCS Fundraising

- Served as a director on multiple capital campaign projects totaling approximately $260 million in pledged funding.
- Traveled throughout the U.S. and Canada serving as a fundraising director for multifaceted projects ranging from Catholic and Anglican Diocesan campaigns to Social Interest group initiatives such as the UNICEF/Kiwanis International Foundation Eliminate Project.
- case statement development, conducted feasibility studies (including: data gathering, interviewing, analyzing data, and concluding the feasibility of potential fundraising projects), researched prospects, developed prospects, wrote prospectuses, identified and trained key community figures and leaders in strategic fundraising, implemented strategies, contributing author of speeches & PowerPoint presentations focused on successful fundraising..

Attorney

Charles Lawrence Jr. Law Firm ▪ Hattiesburg, MS **2009-2010**

- Focused in the Areas of Transactional Law, Criminal Defense, Chancery Practices (including Family Law and Estates), Mediation and Negotiation, Contracts and Transactions, and Tort Law.

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- Entertainment law - Negotiated major distribution deals, producer track agreements, songwriter agreements, publishing, and artist deals. Performance Rights Organizations setup (PRO) & Copyrights
- Increasingly handled tasks in preparing pleadings, contracts, wills, and gathering evidence for trials.
- Successfully Appealed Cases to the Mississippi Court of Appeals and Mississippi Supreme Court overturning original judgments & a multitude of Motions on behalf of various clients for Judge's Review and consideration.

Presentencing Investigator/Report Writer
United States District Court – Mississippi ▪ Gulfport, MS **2008-2009**
- Charged with Investigating the Facts & Factors in Federal Criminal Cases, Independently researching the matter, Interviewing Suspects, discerning facts & inconsistencies, utilizing, interpreting, and applying the United States Sentencing Guidelines, and consulting, directly, United States District Court Judges on the factors & ultimate issues of federal criminal cases.

Legal Clerk/Researcher
Craig A. Washington Law Firm ▪ **Houston, TX** **May-December 2006**
- Functional in gathering evidence, creating defense, and helping develop the theory of the case in federal death penalty case
- Successfully had Death Sentence overturned

Legal Research Assistant
Thurgood Marshall School of Law ▪ Houston, TX **Spring 2006**
—Conducted research of statistics and precedent setting cases in the areas of Civil Rights and International Criminal Law. Collected and organized data and edited various articles on International War Crimes Submitted for Duke University Law Review.

Research Fellow in Cardiology
University of Iowa Medical Center ▪ Iowa City, IA **Summer 2000**
—Studied Biochemical Components of Hypotrophic Cardiomyopathi
—Tested cardiac tissue by observing its response to mutant proteins. Presented Findings to Panel of Medical Doctors and Researchers & offered Medical Scholarship to University of Iowa Medical Center after presentation.

SKILLS

- **Public Speaking:** Seasoned speaker with diverse speaking skillset: sat on multiple symposiums with Political Leaders, University Faculty and Administrators, hosted multiple events, served as keynote speaker, comfortable in courtroom settings, and effective in engaging with influential potential donors.
- **Writing**: Ranging from Political Speech Writing, Successful MS Supreme Court Appeals, Memos, Fundraising Prospectuses, Case Statements, Newspaper Articles, and Feasibility Studies
- **Fundraising**: Highly knowledgeable in fundraising planning, prospect research, data gathering, prospect development, & Case Statement development.
- **Relative Training:** Demonstrated experience in legal research, forensic investigations, and adept in negotiation, mediation, arbitration, consulting and training, program development, marketing, and assessment, and productivity enhancements
- **Problem-Solver:** Respond rapidly and appropriately to changing circumstances. Evaluate problems, make astute decisions to effect positive change, and refocus on new priorities. Utilizing business information systems to perform evidence gathering and investigative techniques in the litigation, legal research, fundraising research & development process.

Charles "C.J." Lawrence III

✉ celawjr@gmail.com ☎ 601.310.0698
🏠 8 Heritage Court Jackson ▪ MS, 39211

➢ **Computer:** Proficient in Legal Research Systems including: Westlaw, LexisNexis, LoisLaw as well as Microsoft Office: Word, Excel, and PowerPoint. I also possess a keen knowledge of social networking media and utilizing digital media formats to obtain information on advancements in law, public policy, and the judicial process.

COMMUNITY INVOLVEMENT

"Matt's House for Women and Children" and "Billy Broomfield House for Men"

- Participated in fundraising event for the homeless by sleeping in tent at Poindexter Park in Jackson, MS in 27°F weather

"#IfTheyGunnedMeDown"

- Created international trending topic #IfTheyGunnedMeDown, after the police shooting death of Michael Brown in August 2014 which became the number 1 worldwide social media trending topic for 2014.

"Public School Street Law Program"

- Started to educate young people about their rights and to teach them how to conduct themselves when encountered by police officers. Founded as a counter to many of the police shootings that occurred, particularly in the last few years.

"Walk Against Fear Rally"

- Advocate and speaker at MS State Capitol against anti-immigration laws

"We Are Trayvon Martin"

- Campaigns in Hattiesburg, Jackson, and Sanford, Florida inspired over 2000 people to post images of themselves on all social platforms and also in public to spread the message regarding the Life of Trayvon Martin. Campaign went viral and inspired the "Million Hoodie March" in New York City

Jena 6 and Scott Sisters

- Participated in rallies, petitioning, letter writing, and protesting both movements.

Future Leaders Internship – City of Hattiesburg
Urban Planning and Development ▪Hattiesburg, MS
—Organized meeting with 40 neighborhood associations
—Planned and developed events such as the National Night Out on Crime

Head Tutor-Math/Reading/English
Grey and Associates ▪ Jackson, MS
—Efficiently instructed underprivileged students ages 5-18 in reading, writing, and math
—Enhanced overall academic performance and students' test-taking abilities

2013 & 2014 Highlights

- Guest Panelist for CNN, CBC, BBC World News, CBS News
- #IfTheyGunnedMeDown Featured in *Time* Magazine, *New York Times, USA Today, The Root,* and various other media outlets.
- Helped craft the language and advocate for the Jackson Human Rights Charter which was passed by the Jackson City Council with a unanimous vote making Jackson, MS the first city in the Southeast United States to work in compliance with the Human Rights Charter of the United Nations.
- Identified by NAACP and Congressman Bennie Thompson as one of 25 emerging leaders in the

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8 Heritage Court Jackson ▪ MS, 39211

state of Mississippi for the Mississippi Black Leadership Institute. Educated on political strategy, municipal government, policy writing, statistical analysis, and community leadership.

- NAACP Leadership 500 Conference – 500 emerging leaders
- Lead Social Media Strategist for: Chokwe Lumumba's Mayoral Campaign, Tougaloo College, Magnolia Bar Association, and several other clients.
- Negotiated contract for song that would eventually become the Number 1 song in the country for several weeks.
- Implementing Branding and Marketing Strategies at Tougaloo College that engaged and re-engaged alumni, potential partners, foundations, and corporations and seeing this engagement reflected in Tougaloo's improved numbers in Cumulative Giving, New Donors, Increased Alumni Giving, and New partnership opportunities.

RESOLUTION

RESOLUTION FOR APPOINTING CITY ATTORNEY FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a City Attorney; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Charles "C.J. Lawrence III be and is hereby appointed as City Attorney, effective January 6, 2015 until further ordered.

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 Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of January, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th Day of January, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-247

File ID: 2014-247 **Type:** Resolution **Status:** Passed

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

File Created: 12/23/2014

Brief Title: Project Resolution Requisition No. 19 - 2013 Bonds **Final Action:** 01/06/2015

Minute Book Number: MB2015-10-11

Title:

Adopt a Resolution authorizing Requisition No. 19 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: 2013 Bond Resolution No. 19, executed 2013 Bond Resolution No. 19 RES#2015-9 **Enactment Number:**

Contact: **Meeting Date:** 01/06/2015

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 19 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

ΓEL-No Vote: 0

Text of Legislative File 2014-247

Title

Adopt a Resolution authorizing Requisition No. 19 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. 19 - 2013 Bonds

Budget Information

105695

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. **19** 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. 19 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. **19** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$152,921.97** 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. **19** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Fifty-two Thousand Nine Hundred Twenty-One & 97/100 dollars ($152,921.97)** 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. **19** in the total aggregate amount of **One Hundred Fifty-two Thousand Nine Hundred Twenty-One & 97/100 dollars ($152,921.97)** 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 **6th** day of **January**, 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **6th** day of **January**, 2015.

_____ _____

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.: **19**

DATE OF REQUISITION: **1/6/2015**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Myers Underground Utilities 408 Ryan Rd Hattiesburg, ,MS 39401	105695.7245.11	$ 106,775.10	Pay Estimate #2	Water Line Ext Old 98 - Runnels Rd Period: 11/1/14 - 12/5/14 MB 2011-4/89-110
2	Shows, Dearman, Waits, Inc 301 Second Ave PO Box 1711 Hattiesburg, MS 39403-1711	105695.7245.11	$ 7,025.00	18329	Water Line Ext on Old 98 and Runnels Period: 10/26/14 - 11/29/14 MB: 2011-4/89-110
3	Shows, Dearman, Waits, Inc 301 Second Ave PO Box 1711 Hattiesburg, MS 39403-1711	105695.7220.25	$ 10,210.00	18297	Providence Sewer CE&I Work in Progress Period: 10/26/14 - 11/29/14 MB: 2012-1/34
4	Shows, Dearman, Waits, Inc 301 Second Ave PO Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	$ 6,000.00	18308	ComSWIP Water - Phase IV Misc Water Phase IV - Design Phase Services Period: 10/26/14 - 11/29/14 MB: 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	$ 8,841.87	18301	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: 10/26/14 - 11/29/14 MB 2011-4/89-110
6	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.08	$ 802.50	18328	Veteran's Blvd Water Connector Period: 10/26/14 - 11/29/14 MB 2011-4/89-110
7	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	$ 13,267.50	18327	Water Improvements Ph II Period: 10/26/14 - 11/29/14 MB 2011-4/89-110
			$ 152,921.97		

sdw

Engineering Progress

December 9, 2014

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

Attn: Lamar Rutland, P.E.

Re: Water and Sewer Extensions along W.L. Runnels Industrial Drive
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate #2 in the amount of $106,775.10 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Cc: Tony McLendon

Enclosure

105695.7245.11
MB 2014-199

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

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

Date: 12-8-2014

Project: Water & Sewer Extension along W.L. Runnels Industrial Drive

Contractor: Myers Underground Utilities

Pay Estimate No.: Two (2)

Pay Period: 11-1-2014 to 12-5-2014

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$ 221,701.50
1	12" SDR 26 PVC Sewer Pipe (0'-6')	57			Lin. Ft.	$35.00	$ -
2	12" SDR 26 PVC Sewer Pipe (8'-10')	263			Lin. Ft	$28.50	$ -
3	12" SDR 26 PVC Sewer Pipe (10'-12')	448			Lin. Ft	$30.50	$ -
4	12" SDR 26 PVC Sewer Pipe (12'-14')	118			Lin. Ft	$32.50	$ -
5	12" SDR 26 PVC Sewer Pipe (14'-16')	85	85	85	Lin. Ft	$109.00	$ 9,265.00
6	12" SDR 26 PVC Sewer Pipe (16'-18')	76	76	76	Lin. Ft	$109.00	$ 8,284.00
7	12" SDR 26 PVC Sewer Pipe (18'-20')	80	80	80	Lin. Ft	$109.00	$ 8,720.00
8	12" SDR 26 PVC Sewer Pipe (20'-22')	175	175	175	Lin. Ft	$109.00	$ 19,075.00
9	12" SDR 26 PVC Sewer Pipe (22'-24')	207	207	207	Lin. Ft	$109.00	$ 22,563.00
10	12" SDR 26 PVC Sewer Pipe (24'-26')	170	170	170	Lin. Ft	$109.00	$ 18,530.00
11	18" Steel Casing 0.375" WT (Bored)	50		50	Lin. Ft	$237.50	$ 11,875.00
12	48" Precast Concrete Sewer Manhole (8'-10')	2			Each	$2,600.00	$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1			Each	$2,960.00	$ -
14	48" Precast Concrete Sewer Manhole (14'-16')	1			Each	$4,030.00	$ -
15	48" Precast Concrete Sewer Manhole (22'-24')	1	1	1	Each	$9,200.00	$ 9,200.00
16	12" Class 350 Ductile Iron Water Pipe	90			Lin. Ft	$67.00	$ -
17	18" Steel Casing 0.375" WT (Bored)	80		80	Lin. Ft	$151.50	$ 12,120.00
18	Connection: Proposed 12" to Existing 12" (Tee & other fittings)	1			Each	$5,335.00	$ -
19	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	1			Each	$5,480.00	$ -
20	12" Gate Valve	3			Each	$2,360.00	$ -
21	3-Way Fire Hydrant w/ Appurtances (Incl. Tee, Valve, Hydrant, Tag, Pipe & other fittings)	1			Each	$3,700.00	$ -
22	Grassing	1			Lump Sum	$2,000.00	$ -
23	Temporary Erosion Control	1			Lump Sum	$6,215.00	$ -
24	Mobilization	1	100%	100%	Lump Sum	$18,250.00	$ 18,250.00
25	Maintenance of Traffic	1	54%	54%	Lump Sum	$8,800.00	$ 4,752.00

Total Earned - Regular Work	$ 142,634.00
Less 10% Retainage	$ 14,263.40
Less Stored Materials	$ -
Total Due - Regular Work	$ 128,370.60
Less Previous Payments	$ 21,595.50
Net Amount Due This Estimate	$ 106,775.10
Less Deductions	$ -
Net Payment Due	$ 106,775.10

Time Elapsed	91%
Work Completed	64%

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Kyle D. Wallace
Project Engineer

APPROVED:

OWNER

sdw Engineering Progress

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

December 15, 2014
Project No: 11208
Invoice No: 18329

Project Manager Kyle Wallace

Project 11208 Runnels Road Water & Sewer Extension

Professional Services from October 26, 2014 to November 29, 2014

Phase CM Construction Management

Construction Cost	221,701.50			
Fee Percentage	9.00			
Total Fee	19,953.14			
Percent Complete	100.00	Total Earned	19,953.14	
		Previous Fee Billing	19,953.14	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
McLendon, Gerald	62.00	85.00	5,270.00	
Tingle, William	3.00	85.00	255.00	
PROJECT ENGINEER				
Wallace, Kyle	10.00	150.00	1,500.00	
Totals	75.00		7,025.00	
Total Labor				**7,025.00**
			Total this Phase	**$7,025.00**
			Total this Invoice	**$7,025.00**

Outstanding Invoices

Number	Date	Balance
18260	11/3/2014	2,217.50
Total		**2,217.50**

Total Now Due **$9,242.50**

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

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

acct #: 105695.7245.11
MB: 2011-4/89-110

sdw
Engineering Progress

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

December 10, 2014
Project No: 1273-S007
Invoice No: 18297

Project Manager John Weeks
Project 1273-S007 Providence Sewer CE&I

WORK-IN-PROGRESS

Professional Services from October 26, 2014 to November 29, 2014

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	76.00	85.00	6,460.00	
PROJECT ENGINEER				
McNease, Shea	25.00	150.00	3,750.00	
Totals	101.00		10,210.00	
Total Labor				**10,210.00**
			Total this Invoice	**$10,210.00**

Outstanding Invoices

Number	Date	Balance		
18277	11/3/2014	12,617.50		
Total		**12,617.50**		
			Total Now Due	**$22,827.50**

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

Acct #: 105695.7220.25

MB: 2012-1/34

Engineering Progress

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

December 12, 2014
Project No: 1273-W009
Invoice No: 18308

Project Manager Bennie Sellers

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from October 26, 2014 to November 29, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	40.00	150.00	6,000.00	
Totals	40.00		6,000.00	
Total Labor				**6,000.00**
			Total this Phase	**$6,000.00**
			Total this Invoice	**$6,000.00**

Outstanding Invoices

Number	Date	Balance
18270	11/3/2014	675.00
Total		**675.00**

Total Now Due **$6,675.00**

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

Acct #: 105695.7245.53
MB: 2011-4/89-110

sdw
Engineering Progress

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

December 10, 2014
Project No: 1273-S006.001
Invoice No: 18301

Project Manager John Weeks

Project 1273-S006.001 San Antonio, E. Hardy, Lakeview Design

Professional Services from October 26, 2014 to November 29, 2014

Construction Cost	1,067,948.00			
Fee Percentage	9.00			
Total Fee	96,115.32			
Percent Complete	100.00	Total Earned	96,115.32	
		Previous Fee Billing	87,273.45	
		Current Fee Billing	8,841.87	
		Total Fee		**8,841.87**
			Total this Invoice	**$8,841.87**

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

Acct #: 105695.7220.17
MB: 2011-4/89-110

sdw Engineering Progress

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

December 15, 2014
Project No: 1270
Invoice No: 18328

Project Manager Kyle Wallace

Project 1270 Veterans Blvd Water Connector

Professional Services from October 26, 2014 to November 29, 2014

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Phillips, Michael	1.50	85.00	127.50	
Project Engineer				
Wallace, Kyle	4.50	150.00	675.00	
Totals	6.00		802.50	
Total Labor				**802.50**
		Total this Phase		**$802.50**
		Total this Invoice		**$802.50**

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

Acct #:
MB :

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

Engineering Progress

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

December 15, 2014
Project No: 1273-W007
Invoice No: 18327

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from October 26, 2014 to November 29, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	43.00	85.00	3,655.00	
Tew, Robert	45.50	85.00	3,867.50	
AUTO CAD TECHNICIAN				
Trahan, Beau	27.00	85.00	2,295.00	
PROJECT ENGINEER				
Sellers, Bennie	5.50	150.00	825.00	
Wallace, Kyle	17.50	150.00	2,625.00	
Totals	138.50		13,267.50	
Total Labor				**13,267.50**
		Total this Phase		**$13,267.50**
		Total this Invoice		**$13,267.50**

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

Acct #:
MB:

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)

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 19 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. **19** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$152,921.97** 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. **19** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Fifty-two Thousand Nine Hundred Twenty-One & 97/100 dollars ($152,921.97)** 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. **19** in the total aggregate amount of **One Hundred Fifty-two Thousand Nine Hundred Twenty-One & 97/100 dollars ($152,921.97)** as authorized herein, as more particularly described in Exhibit A.

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

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Delgado, seconded by Council Member 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 **6th** day of **January**, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **6th** day of **January**, 2015.

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.: **19**

DATE OF REQUISITION: **1/6/2015**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Myers Underground Utilities 408 Ryan Rd Hattiesburg, ,MS 39401	105695.7245.11	$ 106,775.10	Pay Estimate #2	Water Line Ext Old 98 - Runnels Rd Period: 11/1/14 - 12/5/14 MB 2011-4/89-110
2	Shows, Dearman, Waits, Inc 301 Second Ave PO Box 1711 Hattiesburg, MS 39403-1711	105695.7245.11	$ 7,025.00	18329	Water Line Ext on Old 98 and Runnels Period: 10/26/14 - 11/29/14 MB: 2011-4/89-110
3	Shows, Dearman, Waits, Inc 301 Second Ave PO Box 1711 Hattiesburg, MS 39403-1711	105695.7220.25	$ 10,210.00	18297	Providence Sewer CE&I Work in Progress Period: 10/26/14 - 11/29/14 MB: 2012-1/34
4	Shows, Dearman, Waits, Inc 301 Second Ave PO Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	$ 6,000.00	18308	ComSWIP Water - Phase IV Misc Water Phase IV - Design Phase Services Period: 10/26/14 - 11/29/14 MB: 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	$ 8,841.87	18301	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: 10/26/14 - 11/29/14 MB 2011-4/89-110
6	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.08	$ 802.50	18328	Veteran's Blvd Water Connector Period: 10/26/14 - 11/29/14 MB 2011-4/89-110
7	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	$ 13,267.50	18327	Water Improvements Ph II Period: 10/26/14 - 11/29/14 MB 2011-4/89-110
			$ 152,921.97		

sdw

Engineering Progress

December 9, 2014

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

Attn: Lamar Rutland, P.E.

Re: Water and Sewer Extensions along W.L. Runnels Industrial Drive
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate #2 in the amount of $106,775.10 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Cc: Tony McLendon

Enclosure

105695.7245.11
MB 2014-199

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

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

Date: 12-8-2014

Project: Water & Sewer Extension along W.L. Runnels Industrial Drive

Contractor: Myers Underground Utilities

Pay Estimate No.: Two (2)

Pay Period: 11-1-2014 to 12-5-2014

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$ 221,701.50
1	12" SDR 26 PVC Sewer Pipe (0'-6')	57			Lin. Ft.	$35.00	$ -
2	12" SDR 26 PVC Sewer Pipe (8'-10')	263			Lin. Ft	$28.50	$ -
3	12" SDR 26 PVC Sewer Pipe (10'-12')	448			Lin. Ft	$30.50	$ -
4	12" SDR 26 PVC Sewer Pipe (12'-14')	118			Lin. Ft	$32.50	$ -
5	12" SDR 26 PVC Sewer Pipe (14'-16')	85	85	85	Lin. Ft	$109.00	$ 9,265.00
6	12" SDR 26 PVC Sewer Pipe (16'-18')	76	76	76	Lin. Ft	$109.00	$ 8,284.00
7	12" SDR 26 PVC Sewer Pipe (18'-20')	80	80	80	Lin. Ft	$109.00	$ 8,720.00
8	12" SDR 26 PVC Sewer Pipe (20'-22')	175	175	175	Lin. Ft	$109.00	$ 19,075.00
9	12" SDR 26 PVC Sewer Pipe (22'-24')	207	207	207	Lin. Ft	$109.00	$ 22,563.00
10	12" SDR 26 PVC Sewer Pipe (24'-26')	170	170	170	Lin. Ft	$109.00	$ 18,530.00
11	18" Steel Casing 0.375" WT (Bored)	50		50	Lin. Ft	$237.50	$ 11,875.00
12	48" Precast Concrete Sewer Manhole (8'-10')	2			Each	$2,600.00	$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1			Each	$2,960.00	$ -
14	48" Precast Concrete Sewer Manhole (14'-16')	1			Each	$4,030.00	$ -
15	48" Precast Concrete Sewer Manhole (22'-24')	1	1	1	Each	$9,200.00	$ 9,200.00
16	12" Class 350 Ductile Iron Water Pipe	90			Lin. Ft	$67.00	$ -
17	18" Steel Casing 0.375" WT (Bored)	80		80	Lin. Ft	$151.50	$ 12,120.00
18	Connection: Proposed 12" to Existing 12" (Tee & other fittings)	1			Each	$5,335.00	$ -
19	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	1			Each	$5,480.00	$ -
20	12" Gate Valve	3			Each	$2,360.00	$ -
21	3-Way Fire Hydrant w/ Appurtances (Incl. Tee, Valve, Hydrant, Tag, Pipe & other fittings)	1			Each	$3,700.00	$ -
22	Grassing	1			Lump Sum	$2,000.00	$ -
23	Temporary Erosion Control	1			Lump Sum	$6,215.00	$ -
24	Mobilization	1	100%	100%	Lump Sum	$18,250.00	$ 18,250.00
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Less 10% Retainage	$ 14,263.40
Less Stored Materials	$ -
Total Due - Regular Work	$ 128,370.60
Less Previous Payments	$ 21,595.50
Net Amount Due This Estimate	$ 106,775.10
Less Deductions	$ -
Net Payment Due	$ 106,775.10

Time Elapsed	91%
Work Completed	64%

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Kyle B. Wallace
Project Engineer

APPROVED:

OWNER

sdw Engineering Progress

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

December 15, 2014
Project No: 11208
Invoice No: 18329

Project Manager Kyle Wallace

Project 11208 Runnels Road Water & Sewer Extension

Professional Services from October 26, 2014 to November 29, 2014

Phase CM Construction Management

Construction Cost	221,701.50			
Fee Percentage	9.00			
Total Fee	19,953.14			
Percent Complete	100.00	Total Earned	19,953.14	
		Previous Fee Billing	19,953.14	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
McLendon, Gerald	62.00	85.00	5,270.00	
Tingle, William	3.00	85.00	255.00	
PROJECT ENGINEER				
Wallace, Kyle	10.00	150.00	1,500.00	
Totals	75.00		7,025.00	
Total Labor				**7,025.00**
			Total this Phase	**$7,025.00**
			Total this Invoice	**$7,025.00**

Outstanding Invoices

Number	Date	Balance
18260	11/3/2014	2,217.50
Total		**2,217.50**
		Total Now Due	**$9,242.50**

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

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

acct #: 105695.7245.11

sdw
Engineering Progress

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

December 10, 2014
Project No: 1273-S007
Invoice No: 18297

Project Manager John Weeks
Project 1273-S007 Providence Sewer CE&I

WORK-IN-PROGRESS

Professional Services from October 26, 2014 to November 29, 2014

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	76.00	85.00	6,460.00	
PROJECT ENGINEER				
McNease, Shea	25.00	150.00	3,750.00	
Totals	101.00		10,210.00	
Total Labor				**10,210.00**
			Total this Invoice	**$10,210.00**

Outstanding Invoices

Number	Date	Balance		
18277	11/3/2014	12,617.50		
Total		**12,617.50**		
			Total Now Due	**$22,827.50**

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

Acct #: 105695, 7220.25

MB: 2012-1/34

sdw
Engineering Progress

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

December 12, 2014
Project No: 1273-W009
Invoice No: 18308

Project Manager Bennie Sellers

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from October 26, 2014 to November 29, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	40.00	150.00	6,000.00	
Totals	40.00		6,000.00	
Total Labor				**6,000.00**
			Total this Phase	**$6,000.00**
			Total this Invoice	**$6,000.00**

Outstanding Invoices

Number	Date	Balance
18270	11/3/2014	675.00
Total		**675.00**

Total Now Due **$6,675.00**

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

Acct #: 105695.7245.53
MB: 2011-4/89-110

sdw
Engineering Progress

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

December 10, 2014
Project No: 1273-S006.001
Invoice No: 18301

Project Manager John Weeks

Project 1273-S006.001 San Antonio, E. Hardy, Lakeview Design

Professional Services from October 26, 2014 to November 29, 2014

Construction Cost	1,067,948.00			
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Total Fee	96,115.32			
Percent Complete	100.00	Total Earned	96,115.32	
		Previous Fee Billing	87,273.45	
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		Total Fee		8,841.87
			Total this Invoice	**$8,841.87**

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

Acct #: 105695.7220.17
MB: 2011-4/89-110

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Engineering Progress

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

December 15, 2014
Project No: 1270
Invoice No: 18328

Project Manager Kyle Wallace

Project 1270 Veterans Blvd Water Connector

Professional Services from October 26, 2014 to November 29, 2014

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Phillips, Michael	1.50	85.00	127.50	
Project Engineer				
Wallace, Kyle	4.50	150.00	675.00	
Totals	6.00		802.50	
Total Labor				**802.50**
		Total this Phase		**$802.50**
		Total this Invoice		**$802.50**

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

Acct #:

MB :

sdw
Engineering Progress

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

December 15, 2014
Project No: 1273-W007
Invoice No: 18327

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from October 26, 2014 to November 29, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	43.00	85.00	3,655.00	
Tew, Robert	45.50	85.00	3,867.50	
AUTO CAD TECHNICIAN				
Trahan, Beau	27.00	85.00	2,295.00	
PROJECT ENGINEER				
Sellers, Bennie	5.50	150.00	825.00	
Wallace, Kyle	17.50	150.00	2,625.00	
Totals	138.50		13,267.50	
Total Labor				**13,267.50**
		Total this Phase		**$13,267.50**
		Total this Invoice		**$13,267.50**

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

Acct #:
MB:

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, MS

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

Master

File Number: 2014-1602

File ID: 2014-1602 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 12/23/2014

Brief Title: TAP Application - South 17th and Adeline Streets **Final Action:** 01/06/2015

Minute Book Number: MB2015-11

Title:

Authorize application to the Transportation Alternatives Program (TAP) administered by MDOT for a grant to be used for bicycle and pedestrian improvements along South 17th Street and Adeline Street; Authorize Mayor to execute letter certifying there are no known legal impediments to prohibit the completion of the project and that the project complies with applicable codes and standards.

Notes:

Sponsors: **Enactment Date:**

Attachments: TAP Cover (from mayor), TAP Legal Certification, APPLICATION_NEW, executed TAP Cover (from mayor), executed TAP Legal Certification **Enactment Number:**

Contact: **Meeting Date:** 01/06/2015

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize application to the Transportation Alternatives Program (TAP) administered by MDOT for a grant to be used for bicycle and pedestrian improvements along South 17th Street and Adeline Street; Authorize Mayor to execute letter certifying there are no known legal impediments to prohibit the completion of the project and that the project complies with applicable codes and standards.

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1602

Title

Authorize application to the Transportation Alternatives Program (TAP) administered by MDOT for a grant to be used for bicycle and pedestrian improvements along South 17th Street and Adeline Street; Authorize Mayor to execute letter certifying there are no known legal impediments to prohibit the completion of the project and that the project complies with applicable codes and standards.

Summary

TAP Application - South 17th and Adeline Streets

Johnny L. DuPree, Ph.D.
Mayor

Council-Ward 1	Council-Ward 2	Council-Ward 3	Council-Ward 4	Council-Ward 5
Kim Bradley	Deborah Denard Delgado	Carter Carroll	Mary Dryden	Henry Naylor

January 30, 2014

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

Enclosed is City of Hattiesburg's Transportation Alternatives Project Application for the construction of pedestrian and bicycle improvements to connect the surrounding neighborhoods and provide a safe and attractive way for pedestrians and cyclists to move down Adeline St. and 17th Ave. As you will see, this application will demonstrate the importance of this project and its ability to improve the functionality and transportation network within the City of Hattiesburg.

The City of Hattiesburg's goal for its transportation network is to provide safe, secure and healthful transportation infrastructure. I feel the approval and construction of this project would help achieve our goals of continuing to provide for the residents and visitors of the City of Hattiesburg.

If you need any additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

Council-Ward 1	Council-Ward 2	Council-Ward	Council-Ward 4	Council-Ward 5
Kim Bradley	Deborah Denard Delgado	Carter Carroll	Mary Dryden	Henry Naylor

December 16, 2014

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS: SOUTH 17TH STREET PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

COVER

BICYCLE AND PEDESTRIAN IMPROVEMENTS

SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

FOR THE CITY OF HATTIESBURG
HATTIESBURG, MS

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)
SUBMITTED JANUARY, 2015

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BENEFITS OF PROJECT
MAINTENANCE PLAN

ATTACHMENT D : ENVIRONMENTAL REVIEW

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LETTERS OF SUPPORT

PROJECT APPLICATION

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

December 15, 2014

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	**Title:** Director of Engineering

ADDRESS:

212 West Front St.		
City: Hattiesburg	**State:** MS	**Zip:** 39401

TELEPHONE NUMBER:
(601) 545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

PROJECT DESCRIPTION:

This project contains Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi. The proposed 17th Avenue pathway will run down 17th Avenue between Adeline Street and Mamie Street. The proposed Adeline Street sidewalk will run down Adeline Street between 16th Avenue and 18th Avenue. A pedestrian bridge will cross Gordon's Creek at 17th Avenue.

Projected Project Costs	**FEDERAL SHARE*** 80% of Total Project Cost	**LPA SHARE** 20% Local Fund Match	**TOTAL**
	$ 349,747.20	$ 87,436.80	$ 437,184.00
***Maximum Federal Share = 80% of Total Cost**			

LPA Official Signature: _____

Title: _____

PROJECT APPLICATION

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: December 16, 2014 2. County: Forrest

3. Applicant: City of Hattiesburg (Local Public Agency) 4. DUNS # 079448130

5. Address: 212 West Front St. 6. Phone: 601-545-4640

7. Project Type: ☒ TAP ☐ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-7403

9. Rails Crossing in Project: ☐ Yes ☒ No

10. ROW Required: ☐ Yes ☒ No Estimated Parcels: _____

11. Utilities in Conflict: ☐ Yes ☒ No List all known: None at this time

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

13. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$46,432.00
Right-of-Way (ROW) Costs	NA
Other Costs	NA
Sub-total PE & ROW	$46,432.00
Construction Costs	$364,320.00
Construction Engineering (10% Const.Cost)	$36,432.00
Testing (5% Const. Cost)	$18,216.00
Contingency (5% Const Cost)	$18,216.00
Sub-total Construction Cost	$437,184.00
TOTAL PROJECT COST	$483,616.00

CONSTRUCTION PHASE FUNDING	
Requested LPA Federal Aid Funds	
Federal Share	$349,747.20
Local Share	$87,436.80
Total	$437,184.00

Federal Share should be 80% of sub-total construction unless seeking Special Match and then Federal Share should be 80% of total project cost. The final amount of Federal money awarded may or may not be the amount requested.

This form shall be included in all applications and will be used in the ultimate determination of Federal funds awarded.

14. SUBMITTED BY:

Applicant: _____ (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

DESCRIPTION OF PROPOSED PROJECT

HISTORY & BACKGROUND

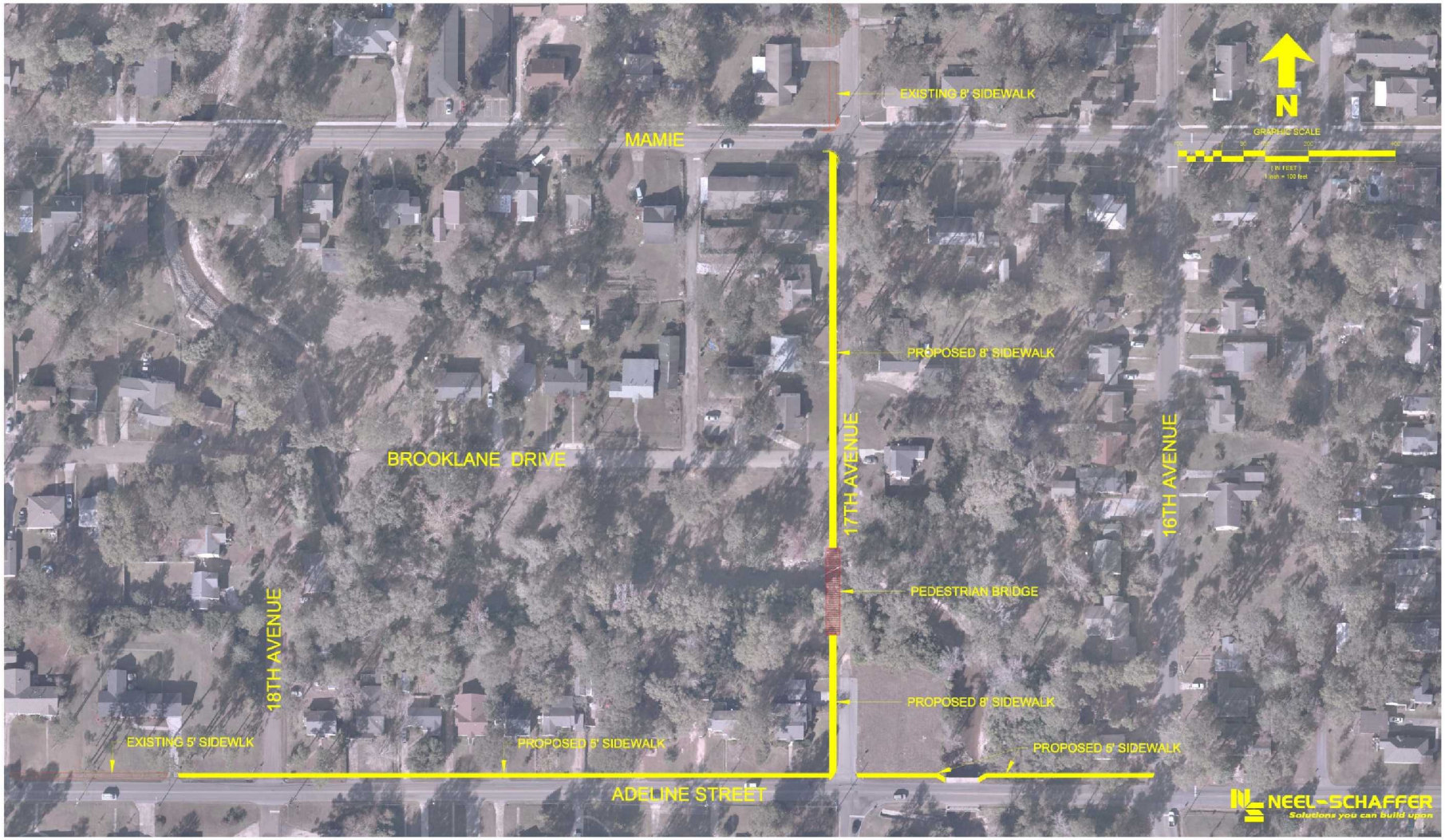
The City of Hattiesburg was incorporated in 1884 with a population of approximately 400. Transportation has always played a key role in the growth and character of Hattiesburg. The City is known as the "Hub City" because it is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11. Also in 1884, the railroad, known as the Southern Railway System, was built from Meridian through Hattiesburg to New Orleans. In 1897, the completion of the Gulf and Ship Island Railroad from Gulfport to Jackson, now part of the Illinois Central System, ran through Hattiesburg and ushered in the lumber boom. The City has seen consistent growth to present day and was designated a Metropolitan Statistical Area in 1994 with a combined metropolitan population of more than 100,000 residents.

Hattiesburg has seen a resurgence of within the last few years do to successful revitalization projects within the downtown area and continued interest and expansion of the Longleaf Trace. William Carey University has offered higher education in Hattiesburg since 1906. Hattiesburg also boasts wonderful retail and recreation areas.

PROJECT SUMMARY

The overall goal of this project is to create a safe and more attractive way for pedestrians and cyclists to move along Adeline Street and 17th Avenue. As noted on the following page in Exhibit 1, the project will include an 8' concrete sidewalk along S. 17th Street and a 5' sidewalk along Adeline Street. The 8' sidewalk along S. 17th Street will run from Adeline Street to Mamie Street and connect with an existing 8' sidewalk at Mamie Street. This will connect the neighborhood with Kamper Park and the Hattiesburg Zoo. This stretch of pedestrian pathway will include a pedestrian bridge over Gordon's Creek. The 5' sidewalk along Adeline Street will run from 18th Avenue to 16th Avenue and will connect with an existing 5' sidewalk at 18th Avenue. The entire project will connect to a completed phase of the Gordon's Creek Linear Park and future section of the Longleaf Trace.

CONCEPT PLAN



EXISTING PHOTOS



EXISTING VIEW – ADELINE STREET
Parkhaven Neighborhood sign



EXISTING VIEW – ADELINE STREET AT 18TH AVENUE
View to the West at sidewalk connection point

EXISTING PHOTOS

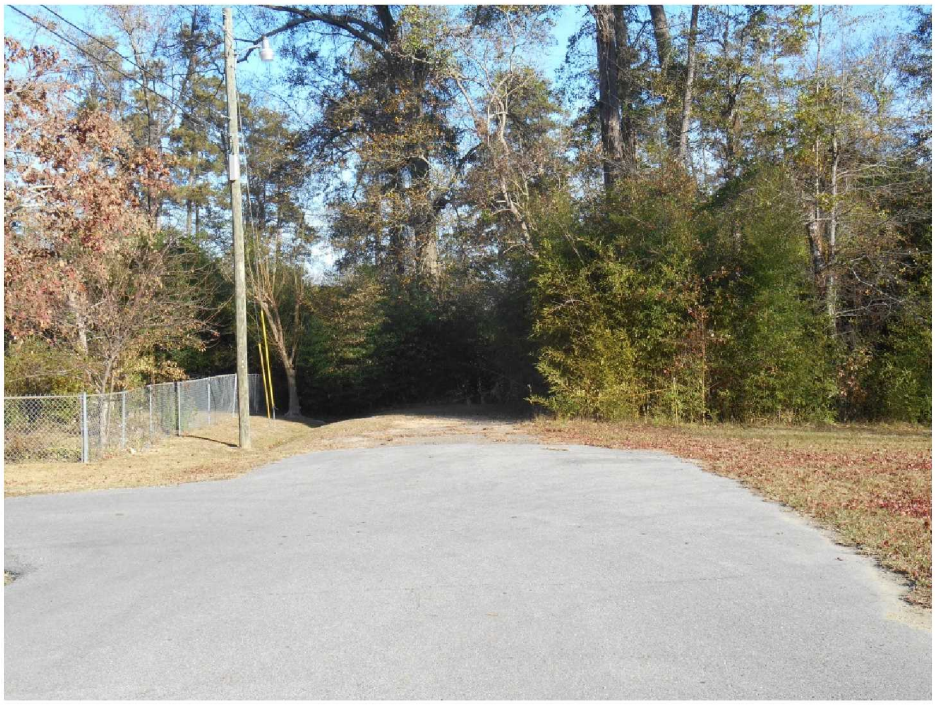


EXISTING VIEW – ADELINE STREET AT 16TH AVENUE
View to the West- Sidewalk will end here



EXISTING VIEW – 17TH STREET AT MAMIE STREET
View to the North – sidewalk connection to Kamper Park / Hattiesburg Zoo

EXISTING PHOTOS



EXISTING VIEW – 17th STREET AT GORDON'S CREEK
View to the North at proposed pedestrian bridge over Gordon's Creek



EXISTING VIEW – S 17TH AVENUE AT ADELINE STREET
View to the North- both sidewalks will cross here
-Potential connection point to Cloverleaf Mall for future projects

EVIDENCE OF ELIGIBILITY

The Bicycle and Pedestrian Improvements Project –South 17th Street Pathway/ Adeline Street Sidewalk- is eligible under the following categories identified by the grant:

a. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
b. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

The end result will be a project that accommodates variety and inclusion in the City's transportation network and improves the aesthetics of the surrounding area.

BENEFITS OF PROJECT

The benefits offered by the Bicycle and Pedestrian Improvements Project – South 17th Street Pathway/ Adeline Street Sidewalk are numerous and desired by City residents. The completed project will create access to key nodes of activity within the City such as Kamper Park and The Hattiesburg Zoo from neighborhoods such as Parkhaven, Audubon-Westwood and Kamper-Avenues.
The S 17th Avenue path will also connect to other planned projects and connect to, Hardy Street Corridor, Gordon's Creek Pathway, Jaycee Park, Hattiesburg High School and the Longleaf Trace.
The pedestrian infrastructure along S 17th Street will provide a potential connection with Cloverleaf Mall for a future project option.

MAINTENANCE PLAN

The maintenance for all improvements within the project area will be handled by the Grounds and Maintenance Department of the City of Hattiesburg. The estimated annual cost of maintenance to include mowing, mulching and occasional watering will be approximately $5,000.00. The cost will be derived from the City of Hattiesburg's General Fund.

ENVIRONMENTAL REVIEW

The Bicycle and Pedestrian Improvements Project – S. 17th Avenue Pathway/ Adeline Street Sidewalk is situated in various public property right-of-ways in central Hattiesburg, MS.

An environmental assessment was completed as follows:

Historic Properties – No impact anticipated

Floodplain Management – Zone AE

Coastal Areas Protection Management – See Forrest County Environmental Sensitivity Map (Not applicable)

Water Quality – Not in Sole Source Aquifer Region

Endangered Species – No impact anticipated

Wild and Scenic Rivers – Not applicable

Air Quality – No impact

Farmlands Protection –No prime or unique farmlands will be converted by the project

Noise – Some noise during construction

Runway Clear Zones – Not applicable

Thermal and Explosive Hazards – Not applicable

Solid Waste Disposal – Illegally dumped waste, if found, will be disposed of in accordance with State & Federal Regulations

Fish and Wildlife – No impacted anticipated

Environmental Justice – Environmental Justice Statement of Compliance will be adopted

BUDGET

PRELIMINARY BUDGET

STREET	ESTIMATED COST
Construction Items Total	$349,000.00
Mobilization	$15,000.00

1	CONSTRUCTION COST	= $364,320.00
2	CONSTRUCTION ENGINEERING (10%)	= $36,432.00
3	TESTING (5%)	= $18,216.00
4	CONTINGENCY (5%)	= $18,216.00
5	TOTAL CONSTRUCTION COST	= $437,184.00
6	PE AND DESIGN COSTS TO BE PAID BY CITY	= $46,432.00
7	**TOTAL PROJECT COST**	**= $483,616.00**

FEDERAL SHARE OF CONSTRUCTION COSTS (80% OF LINE 5) = $349,747.20

CITY SHARE OF CONSTRUCTION COSTS (20% OF LINE 5) = $87,436.80
PE AND DESIGN COSTS TO BE PAID BY CITY (LINE 6) = $46,432.00

TOTAL PARTICIPATION BY CITY = $133,868.80

BUDGET PREPARED DECEMBER 2014

IMPLEMENTATION SCHEDULE

PROPOSED SCHEDULE

ACTIVITY	TENTATIVE SCHEDULE DATE
ANNOUNCEMENT OF FUNDED PROJECT BY MDOT (EST.)	MARCH 2015
SUBMIT PLANS, SPECIFICATIONS & COST ESTIMATE TO MDOT	JULY 2015
MDOT AUTHORIZATION TO PROCEED WITH PROJECT	OCTOBER 2015
ADVERTISEMENT OF PROJECT	FEBRUARY 2016
RECEIVE BIDS FOR CONSTRUCTION	MARCH 2016
BEGIN CONSTRUCTION	AUGUST 2016
COMPLETE CONSTRUCTION	DECEMBER 2016
PROJECT CLOSE-OUT	JANUARY 2017

LEGAL & COMPLIANCE CERTIFICATION

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Sharon Waits

for completing 7 Professional Development Hours during

The Local Public Agency Process Training & Certification.

March 14, 2013

DATE
CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

TERRY WINSTEAD
WORKFORCE DEVELOPMENT MANAGER

LETTERS OF SUPPORT

Johnny L. DuPree, Ph.D.
Mayor

Council-Ward 1	Council-Ward 2	Council-Ward 3	Council-Ward 4	Council-Ward 5
Kim Bradley	Deborah Denard Delgado	Carter Carroll	Mary Dryden	Henry Naylor

January 30, 2014

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

Enclosed is City of Hattiesburg's Transportation Alternatives Project Application for the construction of pedestrian and bicycle improvements to connect the surrounding neighborhoods and provide a safe and attractive way for pedestrians and cyclists to move down Adeline St. and 17th Ave. As you will see, this application will demonstrate the importance of this project and its ability to improve the functionality and transportation network within the City of Hattiesburg.

The City of Hattiesburg's goal for its transportation network is to provide safe, secure and healthful transportation infrastructure. I feel the approval and construction of this project would help achieve our goals of continuing to provide for the residents and visitors of the City of Hattiesburg.

If you need any additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

Council-Ward 1	Council-Ward 2	Council-Ward	Council-Ward 4	Council-Ward 5
Kim Bradley	Deborah Denard Delgado	Carter Carroll	Mary Dryden	Henry Naylor

December 16, 2014

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS: SOUTH 17TH STREET PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

City of Hattiesburg, MS

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

Master

File Number: 2014-1604

File ID: 2014-1604 **Type:** Regular Agenda Item **Status:** ATS Paused

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

File Created: 12/30/2014

Brief Title: Amendment to Youth Master Plan **Final Action:** 01/06/2015

Minute Book Number: MB2015-11

Title:

Approve amendment to the service agreement between The City of Hattiesburg and The University of Southern Mississippi, Youth Master Plan(found at MB 2014-196) to extend the time period to March 15, 2015 (at a no cost extension) and authorize Mayor to execute agreement for the same.

Notes:

Sponsors: **Enactment Date:**

Attachments: Amended Youth Master Plan Agreement, executed
Amended Youth Master Plan Agreement

Enactment Number:

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Approve amendment to the service agreement between The City of Hattiesburg and The University of Southern Mississippi, Youth Master Plan(found at MB 2014-196) to extend the time period to March 15, 2015 (at a no cost extension) and authorize Mayor to execute agreement 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

ΓEL-No Vote: 0

Text of Legislative File 2014-1604

Title

Approve amendment to the service agreement between The City of Hattiesburg and The University of Southern Mississippi, Youth Master Plan(found at MB 2014-196) to extend the time period to March 15, 2015 (at a no cost extension) and authorize Mayor to execute agreement for the same.

Summary

Amending agreement for Youth Master Plan-USM

Budget Information

Expenditure Type

Purchasing Item

Publication Information

THE UNIVERSITY OF
SOUTHERN MISSISSIPPI

School of Social Work

www.usm.edu/social-work

118 College Drive #5114
Hattiesburg, MS 39406
601.266.4163
Fax 601.266.4167

730 East Beach Boulevard #5128
Long Beach, MS 39560
228.214.4362
Fax 228.214.3272

December 18, 2014

Mayor Johnny Dupree, PhD
City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

RE: Grant/Agreement Number GR05115
Title of Project: City of Hattiesburg Youth Master Plan

Dear Mayor Dupree,

This letter is our formal request to extend the time line of the project. This request is a no-cost extension/working within current budgeted funds.

Current Project/Budget Dates:
05/01/14 – 09/30/14
New Project/Budget Dates:
05/01/14 – 03/15/15

While we have successfully kicked off the development of the youth master plan, our continuing struggle with completion of student surveys in the schools and website development necessitates an extension of the grant beyond 09/30/14.

Survey distribution was delayed due to school system scheduling issues and have been completed at the last two schools identified as survey sites—Burger Middle School and Hattiesburg High School. Though the schools have been extremely cooperative, the delays were unavoidable. Data analysis is also complete. Website development has begun, but is waiting on the final youth master plan to be distributed so that it can be used on the website.

Writing of the plan has been completed and delivered, but final payment to the website developers should not be made until the website is complete. The extension is for this purpose only. Therefore we would like to have the additional contract time to ensure website development is finished.

Sincerely,

Laura Richard

Laura Richard, Principal Investigator
Youth Master Plan Development Team

The city of Hattiesburg agrees to this extension _____

RESEARCH SUPPORT/SERVICES AGREEMENT AMENDMENT

The Agreement between THE CITY OF HATTIESBURG and THE UNIVERSITY OF SOUTHERN MISSISSIPPI for and on behalf of its School of Social Work is hereby amended.

Section I. A. Term of Contract. The period of performance is extended to March 15, 2015.

All other terms and conditions remain unchanged.

For THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Marcia Landen 12/18/14

Marcia Landen
Assistant Vice President for Research Administration

For THE CITY OF HATTIESBURG

_____

THE UNIVERSITY OF
SOUTHERN MISSISSIPPI.

School of Social Work

www.usm.edu/social-work

118 College Drive #5114
Hattiesburg, MS 39406
601.266.4163
Fax 601.266.4167

730 East Beach Boulevard #5128
Long Beach, MS 39560
228.214.4362
Fax 228.214.3272

December 18, 2014

Mayor Johnny Dupree, PhD
City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

RE: Grant/Agreement Number GR05115
Title of Project: City of Hattiesburg Youth Master Plan

Dear Mayor Dupree,

This letter is our formal request to extend the time line of the project. This request is a no-cost extension/working within current budgeted funds.

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Sincerely,

Laura Richard

Laura Richard, Principal Investigator
Youth Master Plan Development Team

The city of Hattiesburg agrees to this extension

RESEARCH SUPPORT/SERVICES AGREEMENT AMENDMENT

The Agreement between THE CITY OF HATTIESBURG and THE UNIVERSITY OF SOUTHERN MISSISSIPPI for and on behalf of its School of Social Work is hereby amended.

Section I. A. Term of Contract. The period of performance is extended to March 15, 2015.

All other terms and conditions remain unchanged.

For THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Marcia Landen 12/18/14

Marcia Landen
Assistant Vice President for Research Administration

For THE CITY OF HATTIESBURG

City of Hattiesburg, MS

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

Master

File Number: 2014-1584

File ID: 2014-1584 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 12/18/2014

Brief Title: Amendment Extension - Breakthrough Community Services - Utility Assistance **Final Action:** 01/06/2015

Minute Book Number: MB2015-11-12

Title:

Approve Amendment to the Public Services agreement with Breakthrough Community Servcies (found at MB2014-143) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Notes:

Sponsors: **Enactment Date:**

Attachments: Amendment Extension - Breakthrough Community Services - Utility Assistance Program, executed
Amendment Extension - Breakthrough Community Services - Utility Assistance Program

Enactment Number:

Contact: **Meeting Date:** 01/06/2015

Drafter: Anita Bratcher **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Approve Amendment to the Public Services agreement with Breakthrough Community Services (found at MB2014-143) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

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
ΓEL-No Vote:	0	

Text of Legislative File 2014-1584

Title

Approve Amendment to the Public Services agreement with Breakthrough Community Servcies (found at MB2014-143) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amendment Extenstion - Breakthrough Community Services - Utility Assistance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI

and

Breakthrough Community Services
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 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, Hattiesburg, MS 39401) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of March 2015, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of the Subrecipient's "Utility Assistance" program – an initiative intended to provide Subsistence Payments (within CDBG guidelines) to pay certain utilities for low to moderate income limited clientele – targeting the elderly and disabled – that are at risk of homelessness and/or utility shut-off.

Page 2 – Section C:

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)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
Periodic report submitted	**October 10, 2014**
Final 2014 report submitted	**December 20, 2014**
Final CDBG-related information for 2014 entered into IDIS	**December 20, 2014**
Final 2015 report submitted	**February 10, 2015 (or within 15-days of the final request for CDBG funds, whichever is first)**

Page 2 – Part II – Time of Performance:

Services of the Subrecipient shall start on the 20th day of May, and end on the 31st day, March, 2015. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Breakthrough Community Services

By: _____

Date: _____

Attest: _____

Date: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI

and

Breakthrough Community Services
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES
SUBRECIPIENT AGREEMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of May, 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, Hattiesburg, MS 39401) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of March 2015, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of the Subrecipient's "Utility Assistance" program – an initiative intended to provide Subsistence Payments (within CDBG guidelines) to pay certain utilities for low to moderate income limited clientele – targeting the elderly and disabled – that are at risk of homelessness and/or utility shut-off.

Page 2 – Section C:

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TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**May 27, 2014**
Periodic report submitted	**July 10, 2014**
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Final 2014 report submitted	**December 20, 2014**
Final CDBG-related information for 2014 entered into IDIS	**December 20, 2014**
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Page 2 – Part II – Time of Performance:

Services of the Subrecipient shall start on the 20th day of May, and end on the 31st day, March, 2015. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 1-6-15

Attest: _____
City Clerk

Date: 1-6-15

Breakthrough Community Services

By: _____

Date: _____

Attest: _____

Date: _____

City of Hattiesburg, MS

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

Master

File Number: 2014-1585

File ID: 2014-1585 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 12/18/2014

Brief Title: Amendment Extenstions - Pinebelt Community Services - Meals **Final Action:** 01/06/2015

Minute Book Number: MB2015-12

Title:

Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB2014-307) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Notes:

Sponsors: **Enactment Date:**

Attachments: Amendment Extension - Pinebelt Community Services - Meals, executed Amendment Extension - Pinebelt Community Services - Meals **Enactment Number:**

Contact: **Meeting Date:** 01/06/2015

Drafter: Anita Bratcher **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB2014-307) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

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
ΓEL-No Vote:	0	

Text of Legislative File 2014-1585

Title

Approve Amendment to the Public Services agreement with Pinebelt Community Services (found at MB2014-307) to extend the term of the agreement to March 31, 2015, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement; Authorize Mayor to execute agreement in triplicate for same. {Entitlement - CDBG}

Summary

Amendment Extension - Pinebelt Community Services - Meals Program

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI

and

Pinebelt Community Services
COMMUNITY DEVELOPEMENT BLOCK GRANT
PUBLIC 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 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 March 2015**, 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.

Page 2 and 3 – Section C

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**
Final 2014 report submitted	**December 20, 2014**
Final CDBG-related information for 2014entered into IDIS	**December 20, 2014**
Final 2015 report submitted	**February 10, 2015 (or within 15-days of the final request for CDBG funds, whichever is first)**

Page 2 – Part II – Time of Performance

Services of the Subrecipient shall start on the 7th day of October, and end on the **31st day, March, 2015**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dates this amendment to the contract.

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: _____

CONTRACT AMENDMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI

and

Pinebelt Community Services
COMMUNITY DEVELOPEMENT BLOCK GRANT
PUBLIC 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 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 March 2015**, unless amended by written instrument as provided for herein.

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Page 2 and 3 – Section C

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TASK/ PROGRAM GOAL	DATE
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Final CDBG-related information for 2014entered into IDIS	**December 20, 2014**
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Page 2 – Part II – Time of Performance

Services of the Subrecipient shall start on the 7th day of October, and end on the **31st day, March, 2015**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS WHEREOF, the Parties have executed and dates this amendment to the contract.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 1-6-15

Attest: Sharon Waits D.C.
City Clerk

Date: 1-6-15

Pinebelt Community Services

By: _____
Kenneth Fairley, Executive Director

Date: _____

Attest: _____

Date: _____

City of Hattiesburg, MS

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

Master

File Number: 2014-1616

File ID: 2014-1616 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 01/05/2015

Brief Title: Appointment to Contractor's Board **Final Action:**

Minute Book Number: MB2015-12

Title:

Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

Notes:

Sponsors: **Enactment Date:**

Attachments: Cliff Norman **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	01/06/2015					
1	City Council	01/06/2015	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1616

Title

Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

Summary

Appointment to Contractor's review Board

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Contractor's Board

TERM OF OFFICE: 4 years PERIOD: 1/06/15 to 6/1/15

REPLACES: LAMAR EVANS

TERM EXPIRED: _____ OR RESIGNED: _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____ NO

X

****

NAME OF PROPOSED APPOINTEE: **Cliff Norman**

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )

ADDRESS: 30 VINTAGE PARK/PO BOX 15399 HATTIESBURG, MS 39404

HOME PHONE NUMBER: 601.264.7114 WARD: _____

PLACE OF EMPLOYMENT: NORMAN CONSTRUCTION

EMPLOYMENT ADDRESS: 788 RICHBURG RD

EMPLOYMENT PHONE NO.: 601.520.5361 POSITION: RESIDENTIAL BUILDER

****

PERSON CONTACTED BY: _____ DATE: _____

TO BE CONTACTED BY: _____ DATE

CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

City of Hattiesburg, MS

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

Master

File Number: 2014-1590

File ID:	2014-1590	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	12/22/2014
Brief Title:	Pitney Bowes rental agreement			**Final Action:**	
				Minute Book Number:	MB2015-13

Title:

Authorize Mayor to renew a maintenance agreement between the City of Hattiesburg and Pitney Bowes, Inc. for a mail machine located in City Hall , 2nd floor for a sixty(60) month term commencing on January 6, 2015, at a rental rate of $402.29 a month.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Pitney Bowes Rental agreement, executed Pitney Bowes Rental agreement	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	01/06/2015					

Text of Legislative File 2014-1590

Title

Authorize Mayor to renew a maintenance agreement between the City of Hattiesburg and Pitney Bowes, Inc. for a mail machine located in City Hall , 2nd floor for a sixty(60) month term commencing on January 6, 2015, at a rental rate of $402.29 a month.

Summary

Rental Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Exhibit A

RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

Feb 2014

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: PITNEY BOWES, INC.

Agreement Number

Your Business Information

CITY OF HATTIESBURG			
Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1898 CITY HALL	HATTIESBURG	MS	39403-1898
Billing Address: Street	City	State	Zip+4
		18491272862	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
200 FORREST ST	HATTIESBURG	MS	39401-3451
Installation Address (If different from billing address): Street	City	State	Zip+4
		40772640203	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Please note any special billing requirements here	Invoice Attention of	Customer PO #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	Connect+ 2000 Series
1	Connect+ Series Meter
1	160/95 LPM Feature
1	15 lb Interfaced Weighing (Scale/Stand behind unit)
1	Connect+ Analytics (Max 100 Accounts)
1	Black Graphics Upgrade
1	15 in. Display – High Res Apps Center
1	Connect+ Mono Printer
1	Connect+ Drop Stacker
1	pbSmartPostage Free
1	IntelliLink Subscription
1	15lb Scale Platform/Stand

Check items to be included in customer's payment

[X] **Equipment Maintenance**
Provides service coverage including certain parts and labor

[ ] **Software Maintenance**
Provides revision updates and technical assistance

[X] **Soft-Guard® Subscription**
Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

[X] **IntelliLink® Subscription/Meter Rental**
Provides simplified billing and includes postage resets

( ) **Confirmation Services** Electronic access to USPS confirmation services

( ) **Postage by Phone® PLUS** Receive an invoice for postage, consolidated billing, and enhanced management reporting information.

Your Payment Plan

Number of months		Monthly amount	Billed Quarterly at*
First	60	$402.29	$1,206.87

*Does not include any applicable taxes; payment plans begin after any applicable Interim Usage Period.

Your Signature

Vendor Signature

Customer Signature

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 11th day of December, 2014.

Vendor: PITNEY BOWES

By: _____
Authorized Signature

Printed Name: DAVID Gobbel

Title: MAJOR ACCOUNT MGR

Witness my signature this the _____ day of _____, 20_____.

Customer: CITY OF HATTIESBURG

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between CITY OF HATTIESBURG (hereinafter referred to as Customer), and PITNEY BOWES (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Exhibit A

RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

Feb 2014

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: PITNEY BOWES, INC.

Agreement Number

Your Business Information

CITY OF HATTIESBURG			
Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1898 CITY HALL	HATTIESBURG	MS	39403-1898
Billing Address: Street	City	State	Zip+4
		18491272862	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
200 FORREST ST	HATTIESBURG	MS	39401-3451
Installation Address (If different from billing address): Street	City	State	Zip+4
		40772640203	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Please note any special billing requirements here	Invoice Attention of	Customer PO #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	Connect+ 2000 Series
1	Connect+ Series Meter
1	160/95 LPM Feature
1	15 lb Interfaced Weighing (Scale/Stand behind unit)
1	Connect+ Analytics (Max 100 Accounts)
1	Black Graphics Upgrade
1	15 in. Display – High Res Apps Center
1	Connect+ Mono Printer
1	Connect+ Drop Stacker
1	pbSmartPostage Free
1	IntelliLink Subscription
1	15lb Scale Platform/Stand

Check items to be included in customer's payment

[X] **Equipment Maintenance**
Provides service coverage including certain parts and labor

[ ] **Software Maintenance**
Provides revision updates and technical assistance

[X] **Soft-Guard® Subscription**
Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

[X] **IntelliLink® Subscription/Meter Rental**
Provides simplified billing and includes postage resets

( ) **Confirmation Services** Electronic access to USPS confirmation services

( ) **Postage by Phone® PLUS** Receive an invoice for postage, consolidated billing, and enhanced management reporting information.

Your Payment Plan

Number of months		Monthly amount	Billed Quarterly at*
First	60	$402.29	$1,206.87

*Does not include any applicable taxes; payment plans begin after any applicable Interim Usage Period.

Your Signature

Vendor Signature

Customer Signature

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 11th day of December, 2014.

Vendor: PITNEY BOWES

By: _____
Authorized Signature

Printed Name: DAVID Gabbard

Title: MAJOR ACCOUNT MGR

Witness my signature this the 6th day of January, 2015.

Customer: CITY OF HATTIESBURG

By: _____
Authorized Signature

Printed Name: Johnny L. DuPree

Title: Mayor

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between CITY OF HATTIESBURG (hereinafter referred to as Customer), and PITNEY BOWES (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

City of Hattiesburg, MS

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

Master

File Number: 2014-1597

File ID:	2014-1597	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/23/2014
Brief Title:	Privilege License Report			**Final Action:**	
				Minute Book Number:	MB2015-13

Title:

Acknowledge receipt of Privilege License report for the month of November, 2014 from the Tax Department, as per recommendation.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	011 PTL NOV 2014 RENEWALS, 011 PTL NOV 2014, memo-pl-November 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1597

Title

Acknowledge receipt of Privilege License report for the month of November, 2014 from the Tax Department, as per recommendation.

Summary

Privilege License report

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142319	45.00		REDBOX AUTOMATED RETAIL, LLC 2800 LINCOLD ROAD (INSIDE WINN-DIXI OAKBROOK TERRACE, IL 60181
0142320	45.00		REDBOX AUTOMATED RETAIL, LLC 3910 HARDY STREET (INSIDE CVS PHARM OAKBROOK TERRACE, IL 60181
0142321	45.00		REDBOX AUTOMATED RETAIL, LLC 4400 HARDY STREET (INSIDE SAVE-RITE OAKBROOK TERRACE, IL 60181
0142323	30.00		JAZZ MEDICAL, INC. 607 CORRINE ST. STE B-4 BIRMINGHAM, AL 35238
0142324	20.00		STUDIO WEST HAIR SALON 6374 HWY 98 WEST STE A HATTIESBURG, MS 39402
0142325	20.00		PAPA JOHN'S PIZZA 2902 HARDY ST. #90 HATTIESBURG, MS 39404
0142326	50.00		IT'S FASHION METRO #7629 5912 HWY 49, SUITE A-1B CHARLOTTE, NC 28234
0142327	32.50		HI-FI CRUISIN, INC. 106 SHEFFIELD LOOP HATTIESBURG, MS 39402
0142328	40.00		JUSTICE STORES #104 1000 TURTLE CREEK DRIVE #620 COLUMBUS, OH 43236
0142329	20.00		NATIONAL TAX CENTERS LLC 102 NORTH 38TH AVE. LAUREL, MS 39441
0142330	20.00		BEAUTY LAND 716 BARTUR ST. HATTIESBURG, MS 39401
0142331	20.00		JAY YAWN CONSTRUCTION LLC 5360 HWY 11 PURVIS, MS 39475
0142332	20.00		ROOSEVELT'S HONEST DETAIL SERVICE 4960 HARDY ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142333	32.12		JIANG'S KITCHEN 5295 OLD HWY 11, STE 7 HATTIESBURG, MS 39402
0142334	20.00	4.20	WALTER PAUL & SON WELDING 1906 EAST HARDY ST. PETAL, MS 39465
0142335	20.00		WALTER PAUL & SON WELDING 1906 EAST HARDY ST. PETAL, MS 39465
0142336	20.00	4.20	JML MULTIMEDIA 817 CRESTVIEW DR. HATTIESBURG, MS 39401
0142337	20.00		JML MULTIMEDIA 817 CRESTVIEW DR. HATTIESBURG, MS 39401
0142338	20.00		NUMOTION 500 CAMPBELL LOOP, STE 120 HAZELWOODL, MD 63042
0142339	20.00	2.40	GREEN'S GRILL 1017 FAIRLEY ST. HATTIESBURG, MS 39401
0142340	20.00	2.20	THANK YOU 202 WEST 4TH ST. HATTIESBURG, MS 39401
0142341	20.00		DUNBAR REAL ESTATE, INC. 610 WEST PINE ST. HATTIESBURG, MS 39404
0142342	150.00		AARON'S SALES & LEASE OWNERSHIP 6110 U.S.HWY 98 KENNESAW, GA 30156
0142344	20.00	5.20	BRAZEN 'SKATEBOARDS' SKATE SHOP 6086 US HWY 98 W. STE 4 HATTIESBURG, MS 39402
0142345	20.00		"SPICE IT UP" EVENT SERVICES BY JEN 1408 CONCART ST HATTIESBURG, MS 39401
0142346	20.00	2.40	MCCARTHY CPA 1403 ADELINE ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142347	33.00		SUBWAY-BROADWAY 826 BROADWAY DR. HATTIESBURG, MS 39401
0142348	50.00		KIRKLANDS #469 6143 HWY 98 #70 BRENTWOOD, TN 37027
0142349	30.00	4.20	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG, MS 39402
0142353	20.00		LANDA'S SWEETS 713 GRACE AVE HATTIESBURG, MS 39404
0142354	30.00		SUBWAY # 3395 4050 HWY 11 SOUTH CARY, NC 27512
0142355	20.00		DRAGON COURT DESIGNS & INTERIORS 5268 OLD HWY 11 SUITE 12 HATTIESBURG, MS 39402
0142356	20.00		LISAS UNLIMITED STYLES 806 SOUTH 28TH AVE HATTIESBURG, MS 39401
0142357	560.00		APPLIANCE PARTS CO, INC. 121 LUNDY LANE CENTERLINE, MI 48015
0142358	20.00	2.40	FOUR SEASONS FLORIST & GIFTS LLC 208 S. 27TH AVE., STE 1 HATTIESBURG, MS 39401
0142359	15.00	2.10	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG, MS 39402
0142360	25.00	3.50	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG, MS 39402
0142361	20.00	2.60	MISSISSIPPI PACKERS CORP. DR. 14 BURKETT CREEK DR. HATTIESBURG, MS 39401
0142362	20.00		BY-PASS VARIETY 5448 HWY 42 BY-PASS HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142363	62.50		EB GAMES #4098 1000 TURTLE CREEK DRIVE SUITE 220 GRAPEVINE, TX 76051
0142364	92.50		GAMESTOP...AND MOVIES TOO #2575 5819 HWY 49 STE 70 GRAPEVINE, TX 76051
0142366	20.00		MAGNOLIA MASSAGE THERAPY 1600 MAMIE ST. HATTIESBURG, MS 39401
0142367	150.00		HATTIESBURG MEDICAL PARK MGT CORP. 100 W. PINE ST. HATTIESBURG, MS 39401
0142369	20.00		TANNER ENTERPRISES 600 1/2 BROADWAY DR. HATTIESBURG, MS 39401
0142370	42.00		H'BURG CLINIC PODIATRIC MEDICINE 1101 B SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0142371	20.00		GREGS AUTO SALES & LEASING INC 2772 OAK GROVE ROAD HATTIESBURG, MS 39402
0142372	1,360.00		DICK'S SPORTING GOODS 1000 TURTLE CREEK DR., STE 129 CORAOPOLIS, PA 15108
0142373	20.00	3.80	CELL PHONE REPAIRS 24 CROSS CREEK PKWY, STE 205 JACKSON, MS 39236
0142374	33.00		REGIONS BANK 4800 HARDY STREET HATTIESBURG, MS 39402
0142375	150.00		O'REILLY AUTO PARTS #1297 6460 HWY 98 SPRINGFIELD, MO 65801
0142376	40.00	8.40	CATO FASHIONS/CATO PLUS #683 4600 HARDY STREET CHARLOTTE, NC 28234
0142377	40.00		CATO FASHIONS/CATO PLUS #683 4600 HARDY STREET CHARLOTTE, NC 28234

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142378	50.00		LANE BRYANT #4813, INC. 6111 US HWY 98 STE 30 DULUTH, MN 55802
0142380	20.00		OUTBACK CAR WASH 107 WEST PARK DR. MADISON, MS 39130
0142381	20.00		BARGAINS & BLESSINGS 301 E 2ND STREET HATTIESBURG, MS 39401
0142382	30.00		THE CRAWFORD HOUSE 301 COURT ST. HATTIESBURG,, MS 39401
0142383	20.00	3.60	J & J CONSTRUCTION 1115 N. 25TH #C HATTIESBURG, MS 39401
0142385	30.00	3.30	CURVES BROW BAR 1000 TURTLE CREEK DR., STE 615 SUGARLAND, TX 77479
0142387	20.00	2.20	MARION PERSONAL CARE & REGSIT SERV. 100 S. 20TH AVE STE 10-A COLUMBIA, MS 39429
0142388	75.00		FOOT LOCKER #6955 1000 TURTLECREEK RD SUITE #250 HARRISBURG, PA 17105
0142389	50.00		FAMILY DOLLAR STORE #5360 1301 EDWARDS STREET CHARLOTTE, NC 28201
0142390	20.00	2.20	MAC'S TRIANGLE SERVICE 301 BROADWAY DR. HATTIESBURG, MS 39401
0142391	30.00	3.30	RETINA SPECIALTY INSTITUTE 109 MILLSAPS DR. STE B HATTIESBURG, MS 39402
0142392	20.00		LEROY HILL COFFEE COMPANY, INC. 2001 COUNTRY CLUB RD. MOBILE, AL 36660
0142393	138.00		UNITED PARCEL SERVICE 116 INDUSTRIAL DRIVE COPPELL, TX 75019

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142394	32.50		PAYLESS SHOE SOURCE #203 712 BARTUR ST. TOPEKA, KS 66601
0142395	30.00		VILLA PIZZA 1000 TURTLE CREEK DR. MORRISTOWN, NJ 07960
0142396	20.00	3.80	FLOYD PLUMBING 607 W. 4TH ST HATTIESBURG, MS 39403
0142397	20.00		GO YOUNG FASHION 125 E. PINE ST. HATTIESBURG, MS 39401
0142398	20.00		JERRY'S CATERING 310 HALL AVENUE HATTIESBURG, MS 39401
0142399	20.00	2.60	PMA INC 406 DEARBORNE ST. HATTIESBURG, MS 39401
0142400	96.00		SOUTHERN CARE, INC. 4700 HARDY STREET,SUITE Y IRVINE, TX 75038
0142401	30.00		SUPER STUD BUILDING PRODUCTS SOUTH 53 W L RUNNELS ROAD HATTIESBURG, MS 39401
0142404	30.00		HOME STYLE RESTAURANT 96 J M TATUM INDUSTRIAL DR HATTIESBURG, MS 39401
0142406	35.00	10.00	TEXACO HOP IN 2611 W 7TH STREET, STE 20 DULUTH, GA 30097
0142407	20.00	2.20	BARNETT CONCRETE LLC 137 RED ROAN ROAD HATTIESBURG, MS 39401
0142408	20.00	5.20	PIT CREW DETAIL 2212 ALICE DR. HATTIESBURG, MS 39401
0142409	20.00	2.80	PIT CREW DETAIL 2212 ALICE DR. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142410	30.00	7.80	SNAP FITNESS 3906 HARDY STREET HATTIESBURG, MS 39402
0142412	20.00		OEC JAPENESE EXPRESS 3317 HARDY STREET SUITE # 20 HATTIESBURG, MS 39401
0142414	20.00	14.00	OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402
0142415	20.00	11.60	OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402
0142416	20.00	9.20	OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402
0142417	20.00	6.80	OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402
0142418	20.00	4.40	OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402
0142419	20.00		OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402
0142420	800.00		KOHLS DEPARTMENT STORE 6053 HWY 98 MILWAUKEE, WI 53201
0142423	51.00		HEARTSOUTH, PLLC 4 WILLOW POINTE STE 50 HATTIESBURG, MS 39402
0142424	30.00		AMERICAN WOOD 114 S. 10TH AVE. HATTIESBURG, MS 39403
0142425	920.00		AUTOZONE #139 305 BROADWAY DR. MEMPHIS, TN 38101
0142426	20.00		REVOLUTION FITNESS, LLC 14 LAMAR BLVD HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142427	90.00		COMCAST OF SOUTHERN MISSISSIPPI,INC 2100 LINCOLN RD PHILADELPHIA, PA 19103
0142428	54.00		COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103
0142429	135.00		REGENCY HOSPITAL OF SOUTHERN MS,LLC 6051 US HWY 49 5TH FLOOR MECHANICSBURG, PA 17055
0142430	20.00		HAPPY HAIR BEAUTY SUPPLY 827 HARDY STREET HATTIESBURG, MS 39401
0142431	20.00		A 1 AUTO SALES 5122 HWY 42 HATTIESBURG, MS 39401
0142433	20.00		EDDIE STEPNEY JANITORIAL SERVICE 307 MAGNOLIA AVENUE HATTIESBURG, MS 39401
0142434	20.00	3.00	DOWN SOUTH AIRBRUSH CO LLC 1000 TURTLE CREEK MCCOMB, MS 39648
0142435	20.00		A-1 REALTY LP 723 HARDY STREET HATTIESBURG, MS 39403
0142436	20.00		SHIYOU LAW FIRM 301 W PINE ST HATTIESBURG, MS 39403
0142437	20.00		DAVIS-MORRIS LAW FIRM, P.A. 804 WEST PINE ST. HATTIESBURG, MS 39403
0142438	20.00		QUAIL HOLLOW DESIGN 3 QUAIL HOLLOW RD HATTIESBURG, MS 39402
0142439	20.00		WHITACRE LAW, P.L,L,C. 1001 WEST PINE ST. HATTIESBURG, MS 39403
0142440	20.00		CONSIGN IT HONEY, LLC 1211 CARTER DR. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142441	20.00	4.00	JUST RIGHT JANITORIAL 105 HANOVER DR. HATTIESBURG, MS 39403
0142442	20.00		KUTZ BY GREG 4004 O'FERRAL ST. HATTIESBURG, MS 39402
0142443	78.00	23.40	ERMC 1000 TURTLE CREEK DRIVE, STE. 290 CHATANOOGA, TN 37421
0142444	78.00	14.04	ERMC 1000 TURTLE CREEK DRIVE, STE. 290 CHATANOOGA, TN 37421
0142445	20.00		LA BAMBA 5385 HWY 42 BYPASS HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142322	20.00		BIG TIME VAPES 6096 HWY 98, STE 3A PICAYUNE, MS 39466
0142343	20.00		STYLEZ 2 DYE 4 106 CAMPBELL LOOP, STE A HATTIESBURG, MS 39402
0142351	20.00		DISTINGUISHED HANDS AUTO DETAIL 710 JAMES ST HATTIESBURG, MS 39401
0142352	20.00		JAMES CHANNELL SALON AND SPA, LLC 310 2ND AVE HATTIESBURG, MS 39401
0142365	20.00		DLP CONSTRUCTION COMPANY, INC 5935 SHILOH ROAD EAST, STE 200 ALPHARETTA, GA 30005
0142379	20.00		CHECK INTO CASH 6083 HWY 98 CLEVELAND, TN 37364
0142384	20.00		SHOP BY FAITH 6204 HWY 49 NORTH NEW AUGUSTA, MS 39462
0142386	20.00		FORGET-ME-NOT CHRISTIAN BOOKS & 28 MARKET COURT STE 10 HATTIESBURG, MS 39402
0142402	20.00		CHARLEY'S PHILLY STEAK 1000 TURTLE CREEK DR SUITE 310 BATON ROUGE, LA 70817
0142403	20.00		A CUT ABOVE SALON 215 HALL AVENUE HATTIESBURG, MS 39401
0142405	30.00		GARNER DENTAL, PLLC 949 BROADWAY DR HATTIESBURG, MS 39402
0142411	20.00		GRATEFULL SOUL 205 MAIN ST. HATTIESBURG, MS 39401
0142413	20.00	16.40	OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
November 2014

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0142421	20.00		THE HAIR BAR 116 BROADWAY DRIVE, STE 10 HATTIESBURG, MS 39401
0142422	20.00		LITTLE LANE, LLC 6555 HWY 98 WEST, SUITE 4A HATTIESBURG, MS 39402
0142432	20.00		LANE'S SOUTHERN HOME STYLE COOKING 815 IDA AVE HATTIESBURG, MS 39403
0142446	25.00		ROCK SOLID GEAR, LLC 6068 HWY 49 HATTIESBURG, MS 39401
17	355.00	16.40	

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

December 23, 2014,

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of November, 2014. The breakdown for this month's collection is as follows:

New Licenses	$ 355.00
Renewed Licenses	$ 7,325.12
Penalties	$ 203.44

The grand total collected for October was $7, 883.56
Respectfully,

Kermas Eaton
Division Manager

City of Hattiesburg, MS

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

Master

File Number: 2014-1582

File ID:	2014-1582	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/18/2014
Brief Title:	Solid Waste Revenues and Expenditures			**Final Action:**	
				Minute Book Number:	MB2015-13

Title:

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2014 and authorize publication of same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2014 Solid Waste Rev & Exp	**Enactment Number:**	
Contact:		**Meeting Date:**	01/06/2015
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1582

Title

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2014 and authorize publication of same.

Summary

Solid Waste Revenues and Expenditures

CITY OF HATTIESBURG, MISSISSIPPI

Report of Solid Waste Revenues & Expenditures - Cash Basis
Fiscal Year Ending September 30, 2014
(Pursuant to Ms. Code Section 17-17-348)

Revenues:		
Solid Waste Collection and Disposal User Charges Collected		$2,188,421
Solid Waste Franchise revenues		231,305
FEMA reimbursement - tornado debris removal		321,776
Millage Supplement		581,826
Total Revenues		**$3,323,328**
Expenditures:		
Personnel:		
Wages	688,732	
State Retirement	108,475	
FICA Taxes	52,079	
Hospital Insurance	153,648	
Workers Comp/Unemployment Taxes	84,410	
Total Personnel		**1,087,344**
Supplies:		
Fuel & Lubricants	199,856	
Motor Vehicle Repair Parts	91,888	
Chemicals	5,943	
Hand Tools	670	
Other Operating Supplies	26,594	
Total Supplies		**324,951**
Other Services & Charges:		
Tipping Fees	767,455	
Recycling Fees	312,955	
Motor Vehicle Repairs (Outside Labor)	82,703	
Uniform Rent	10,554	
Tow-In Charges	5,300	
Tornado clean-up Assistance		
Other Services & Charges	15,015	
Total Other Services & Charges		**1,193,982**
Debt service on cans and trucks		**692,751**
Capital Outlays		**24,300**
Total Expenditures		**$3,323,328**

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2014:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	$446,710
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	$191,594
Waste Pro Hattiesburg 7547 Hwy 98 W Hattiesburg, MS 39402	$312,955
Complete Environmental & Remediation 37 David Swan Lane Purvis, MS 39475	$ 129,151

City of Hattiesburg, MS

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

Master

File Number: 2014-1574

File ID:	2014-1574	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/11/2014
Brief Title:	Acknowledge DUI 2015 award			**Final Action:**	
				Minute Book Number:	MB2015-13

Title:
Acknowledge award by MS Dept of Public Safety for 2015 DUI Enforcement grant

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	contract 2015 grant	**Enactment Number:**	
Contact:		**Meeting Date:**	01/06/2015
Drafter:	Brett Benson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1574

Title

Acknowledge award by MS Dept of Public Safety for 2015 DUI Enforcement grant

Summary

DUI 2015 Acknowledgement

Budget Information

Expenditure Type

Grant project

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

December 3, 2014

Johnny DuPree, Mayor
City of Hattiesburg
#1 Government Plaza
Hattiesburg, MS 39401

Project Number: 15-ST-215-1
Title: DUI Enforcement
Effective Date: October 1, 2014 thru September 30, 2015
Funding Amount: $95,262.00

Dear Mayor DuPree:

The MS Office of Highway Safety (MOHS) is pleased to announce that your agency has been approved for a *DUI Enforcement* grant for the Federal Fiscal Year 2015, which will have a retroactive effective date of October 1, 2014. Program activities must remain within the scope of the funding source shown above and must be implemented in accordance with the National Highway Traffic Safety Administration (NHTSA) Guidelines specific to this funding source.

These guidelines can be found in the "Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants manual" located on the web at the following address: http://www.nhtsa.gov/About+NHTSA/Programs+&+Grants/Resources+Guide. We encourage you to review these guidelines to ensure compliance.

Enclosed is a signed agreement obligating federal funds as outlined above. Your attention is directed to the Agreement of Understanding which governs the grant. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations and guidelines.

Please contact your Program Manager, Robin Layton @ 601.977.3724 if you have any questions concerning your project. You may contact Sandra Moffett, Division Director @ 601.977.3728, if you are unable to reach the Program Manager.

Sincerely,

Shirley Thomas

Shirley Thomas, Office Director
Mississippi Governor's Representative

SJT
Enclosures



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

ALBERT SANTA CRUZ
COMMISSIONER

RECEIVED
2 5 2014
HIGHWAY SAFETY

July 31, 2014

Johnny DuPree, Mayor
City of Hattiesburg
#1 Government Plaza
Hattiesburg, MS 39401

Project Number: **15-ST-215-1**

Effective Date: **October 1, 2014**

Dear Mayor DuPree:

The MS Office of Highway Safety (MOHS) is pleased to inform you that the grant application for the 2015 ***DUI Enforcement*** in the amount of **$95,262.00** has been approved. Enclosed are the contractual items needed to finalize the award agreement. Please return three (3) original contract documents signed in **blue** ink:

1) Sub-grant Signature Sheet
2) Target, Performance Measures and Strategy
3) Project Task by Quarter
4) Budget Summary
5) Cost Summary Support Sheet
6) Agreement of Understanding and Compliance

The Agreement of Understanding contains all State and Federal requirements, guidelines, compliances, certifications and assurances, resolutions, approval signatures, required policies, etc. The Agreement is legally binding once approved and agreed upon by both parties via appropriate signatures. Please thoroughly read all documents.

All of the enclosed documents must be signed, where applicable, and returned within 30 days after receipt of this notice. You will later receive notice of the FY15 implementation meeting where you will receive an award letter and one (1) original contract.

Should you have any questions or need additional information, please contact Robin Layton at 601-977-3724 or rlayton@dps.ms.gov.

Sincerely,

Shirley Thomas

Shirley Thomas, Office Director
Governor's Representative

SJT
Enclosures

FY15 SUBGRANT SIGNATURE SHEET

MS Office of Highway Safety
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700; Fax: (601) 977-3701

RECEIVED NOV 25 2014 HIGHWAY SAFETY

1. Subgrantee's Name, Address and Phone No. City of Hattiesburg #1 Government Plaza Hattiesburg, MS 39401 Program Title: DUI Enforcement TEL: 601-544-7900 FAX: 601-545-4952 E-Mail: grntwtr@hattiesburgms.com	2. Effective Date: 10/1/2015 3. Subgrant Number: 15-ST-215-1 4. Grant Identifier (Funding Source & Year): NHTSA 154 Alcohol FY 15 5. Beginning and Ending Dates: 10/1/2014-9/30/2015 6. Subgrant Payment Method: X Cost Reimbursement Method

7. CFDA # - AL-20.607	8. DUNS # - 07 944 8130	9. Congressional District – 4	10. FAIN #:18X9205464MS15

11. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	$75,244.27	(1) Federal	$95,262.00		100%
(2) Personal Services-Fringe	$17,607.16	(2) State			
(3) Contractual Services	$0.00	(3) Local			
(4) Travel	$1,713.00	(4)Other			
(5) Equipment	$600.00				
(6) Other	$97.57				
TOTAL	$95,262.00	TOTAL	$95,262.00		100%

The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement:

Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Budget Summary; Cost Summary Support Sheet; and required agency's policies and procedures and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

12. Approved for Grantee:	13. Approved for Subgrantee:
Shirley Thomas 12/4/14	Johnny L DuPree 11-18-14
Signature Date	Signature Date
Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety	Name: JOHNNY L. DuPREE, PH.D. Title: MAYOR

FY15 Sub-Grantee-Targets, Performance Measures and Strategies

Agency Name: City of Hattiesburg Hattiesburg Police Department

Target: To reduce alcohol related crashes by 5% from (63) in 2013 to (60); reduce impaired motorcycle crashes by 50% from (2) in 2013 to (1) and maintain zero alcohol related fatalities during FY15.

Performance Measure: Increase the number of citations by 5% from (316) in 2013 to (331) in FY15.

Strategy:

- Utilize (1)full time officer
- STEP enforcement
- Conduct checkpoints and saturation patrols
- High visibility DUI enforcement
- Educational outreach activities
- Generate earned media

FY15 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg- Hattiesburg Police Department

PROJECTION TASK BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)
Purchase approved equipment during 1st quarter for the grant year.
Submit request for promotional items within quarter.
Attend, at a minimum, one (1) MAHSL meeting during quarter.
Attend LEL Troop Network meeting.
Conduct not less than (4) checkpoints during quarter.
Conduct not less than (1) saturation patrols during quarter.
Write a minimum of (83) DUI citations during quarter, to reach 25% goal of (331) for FY15.
Agency will conduct not less than (1) school, community and/or public information and education presentation during the quarter.
Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)
Additional Tasks:
Participate in NHTSA' national blitz campaigns (Christmas/New Year's) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.
Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.
Projected Expenditures for Quarter: $23,910.37

FY15 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg- Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Submit request for promotional items within quarter. Attend, at a minimum, one (1) MAHSL meeting during quarter. Attend LEL Troop Network meeting. Conduct not less than (4) checkpoints during quarter. Conduct not less than (1) saturation patrols during quarter. Write a minimum of (83) DUI citations during quarter, to reach 25% goal of (331) for FY15. Agency will conduct not less than (1) school, community and/or public information and education presentation during the quarter. Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.) **Additional Tasks:** Participate in NHTSA' national blitz campaigns (New Year's/Super Bowl) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events. Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.
Projected Expenditures for Quarter: $23,212.86

FY15 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg- Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
3RD QUARTER (APRIL, MAY & JUNE)
Submit request for promotional items within quarter.
Attend, at a minimum, one (1) MAHSL meeting during quarter.
Attend LEL Troop Network meeting.
Conduct not less than (4) checkpoints during quarter.
Conduct not less than (1) saturation patrols during quarter.
Write a minimum of (82) DUI citations during quarter, to reach 25% goal of (331) for FY15.
Agency will conduct not less than (1) school, community and/or public information and education presentation during the quarter.
Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)
Additional Tasks:
Complete and submit Budget Modification prior to June 30th deadline if applicable.
Request for Approval and Attend In State Training.
Projected Expenditures for Quarter: $23,899.32

FY15 TASK BY QUARTER

AGENCY NAME: City of Hattiesburg- Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than (4) checkpoints during quarter.

Conduct not less than (1) saturation patrols during quarter.

Write a minimum of (83) DUI citations during quarter, to reach 25% goal of (331) for FY15.

Agency will conduct not less than (1) school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA' national blitz campaigns (4th of July/Labor Day) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Attend STARS Conference and Implementaiton.

Projected Expenditures for Quarter: $24,239.46

FY15 MS Office of Highway Safety
Budget Summary

1. Applicant Agency: City of Hattiesburg - Hattiesburg Police Department			
2. Subgrant Number: 15-ST- 215 -1	**3. Grant ID: NHTSA 154 AL FY 15**	**4. Beginning: October 1, 2014**	**Ending: September 30, 2015**
6. Submitted as part of (Check One):	**7. Funding Request: X**	**8. Modification Number: ____**	**9. Modification Effective Date: ____**

Funding Sources

10. For MOHS Use Only	11. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	NHTSA 154 AL FY 15	$95,262.00				$95,262.00
TOTAL		$95,262.00				$95,262.00

FY15 Mississippi Office of Highway Safety
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Hattiesburg –Hattiesburg Police Department			
2. Subgrant Number: 15-ST-215-1	3. Grant ID: NHTSA 154 AL FY 15	4. Beginning: October 1, 2014	5. Ending: September 30, 2015
6. Activity: DUI Enforcement			

7. MOHS Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget Federal	All Other	Total
	Salary & Wages	(1) F/T DUI Officer @ approx.$15.64 per hour X 2080.58 hours = **$32,540.27** OT for DUI Enforcement @ approx. $26.69 per hour X 1600 hours = $42,704.00 **TOTAL = $75,244.27**	$75,244.27		$75,244.27
	Fringe Retirement 15.75% FICA 7.65% Total (23.40%)	Fringe: (1) F/T DUI Officer @ $32,540.27 X 23.40% = **$7,614.42** OT @ $42,704.00 X 23.40% = **$9,992.74** TOTAL = **$17,607.16**	$17,607.16		$17,607.16
	Travel: (Rate per diem-based on state and federal guidelines)	**<u>Highway Safety STARS Conference</u>** Hotel@$105 per night x3 nights = $315.00 Hotel Taxes @ 10% = $31.50 Meals: 1st day @$34.50+2nd day @ $35.00+3rd day @ $35.00+4th day @$34.50 = $139.00 Gratuity for meals @ 20% = $27.80 TOTAL STARS Conference amount = **$513.30 x (2) = $1,026.60**	$1,713.00		$1,713.00

		<u>Other In Statewide Highway Safety Training (MUST BE PRE-APPROVED)</u> Registration @ $150.00 Meal 1st day @ $34.50 + 2nd day @ $46.00 + 3rd day @ $46.00 = 4th day @ $34.50 = $161.00 Gratuity for meals @ 20% = $32.20 Total Other HS Training amount = **$343.20 x 2 DUI Officers = $686.40** **TOTAL TRAVEL = $1713.00**			
	Equipment	2 Nikon Cameras bundled $300.00 ea. = **Total Equipment = $600.00**	$600.00		$600.00
	Other	Straws for Intoximeter PBT $97.57	$97.57		$97.57

TOTALS	$95,262.00		$95,262.00

Mississippi Office of Highway Safety

FY15 Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Recipient.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Recipient must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Recipient has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

1. It is mutually agreed that upon written application by Recipient and approval by State and NHTSA (if applicable), State will obligate Federal funds to Recipient account for reimbursement of eligible expenditures as set forth in the application.

2. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Recipient reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

3. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

4. It is further agreed that where reimbursement is made to Recipient in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or

unauthorized expenditure until such time as the ineligible claim is made up or corrected by Recipient.

5. Unless otherwise directed, Recipients must submit monthly reimbursement and back up documentation, by the 10th business day of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter. A Final Closeout Report must be submitted to the MS Office of Highway Safety within forty five (45) days of completion of the project (November 15th) unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

Any Recipient delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

II. O N -SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and reimbursements of the project.

III. PROPERTY AGREEMENT

A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.

B. It is mutually agreed and promised that the Recipient shall immediately notify the MS Office of Highway Safety if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Recipient further agrees to transfer or otherwise dispose of such equipment as directed by the MS Office of Highway Safety.

C. It is mutually agreed and promised by the Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.

D. It is mutually agreed and promised that the Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

E. Each Recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.

F. Each Recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.

G. All equipment awarded in this project agreement/contract must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, please notify the MS Office of Highway Safety of the anticipated delay.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Recipient agency is transferred to work on this project, they must be replaced the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

A. All out-of-state travel must have prior written approval by the MS Office of Highway Safety. Requests for approval should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel. All federal funded travel requires itemized receipts for expenses incurred as well as an authorized travel voucher. All cost must be based on current state and federal policies.

B. No budget modification requests will be accepted by the MS Office of Highway Safety after **June 30th**.

C. Recipient must submit any proposed agreements for contractual services to the MS Office of Highway Safety for final approval prior to acceptance. Contracts may be subject to review and approval by NHTSA.

D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Recipient and used for project related expenses or to offset eligible expenses.

E. Local government Recipient must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.

F. Recipient must submit the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
   - Seat belt policy;
   - Warning citation policy;
   - Pursuit policy;
   - Overtime (STEP) policy;
   - Checkpoint policy;
   - Saturation patrol policy;
   - DUI enforcement policy;
   - Payroll policy to include: overtime, payroll schedule(payroll period begin/end dates & check date), leave policy (vacation, sick leave, holiday, & compensatory time);
   - **MAGIC-Certification of Completion (NEW);** and
   - Agency seat belt survey procedures must be provided if usage rate is identified as a goal within contract.

G. Compliance form(s) included in this agreement of understanding, dependent upon funding source and program activities, are required to be completed as defined by the MS Office of Highway Safety.

H. All promotional items require prior approval by the MS Office of Highway Safety before requesting. The MS Office of Highway Safety Resource Center must be used before ordering from other vendors.

I. All training received under federal funded programs must be program related and a certificate of completion must be available for inspection.

J. An Inventory Control form must be completed for all equipment. All equipment cost exceeding $500.00 will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the Recipients inventory data base.

K. Recipient must meet all reporting, meeting(s)/scheduled events, along with all other requirements as set forth in the contract by the MS Office of Highway Safety.

L. Termination of Agreement:

- The MS Office of Highway Safety in the event of Recipient noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Recipient a thirty (30) day notice. The MS Office of Highway Safety, before issuing notice of termination of this agreement, shall allow the Recipient a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Recipient may terminate its participation in this agreement by notifying and receiving the concurrence of the MS Office of Highway Safety thirty (30) days in advance of the termination.

- Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the MS Office of Highway Safety, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governor's Representative of the MS Office of Highway Safety, or their delegate, by notifying the Recipient in writing of the approved changes.

- Contracts Under This Agreement: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Recipient shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are ***not allowable*** for highway safety funding.

The following are unallowable:

1. Facilities
   A. The cost of land is ***not*** allowable.
   B. The cost of construction or reconstruction of driving ranges, towers, and skid pads are ***not*** allowable.

C. The cost of construction, rehabilitation, remodeling, or office furnishings and fixtures for State, local or private buildings or structures are ***not*** allowable.
D. Cell phones, guns and office furniture are ***not*** allowable for purchase with these funds under any circumstances.

2. Equipment
A. Costs for equipment purchases exceeding $5,000.00 must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Recipient.
B. Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
C. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
(1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
(2) Alcohol testing; and
(3) Mobile video systems.

3. Travel
A. Except as separately approved by NHTSA and the MS Office of Highway Safety, the cost of international travel is ***not*** allowable.
B. All requests for out-of-state travel must be approved in advance in writing by the MS Office of Highway Safety.
C. Travel in and out of the State must be included in the Highway Safety Grant Application and subsequent project agreement/contract.
D. Plans for out-of-state travel should be submitted with the grant application.
E. All travel must be submitted on the MS Office of Highway Safety/Department of Public Safety Travel reimbursement voucher, Form Number 13.20.10.

4. Training
A. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.
B. Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
C. Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.
D. Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.

5. Program Administration
Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

6. Public Communications
Cost to purchase program advertising space in the mass communication media is ***not*** allowable for sub-grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

VII. NONDISCRIMINATION-(Applies to subrecipents as well as States)

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)

The Subgrantee will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- Establishing a drug-free awareness program to inform employees about:
    - The dangers of drug abuse in the workplace.
    - The grantee's policy of maintaining a drug-free workplace.
    - Any available drug counseling, rehabilitation, and employee assistance programs.
    - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
    - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    - Abide by the terms of the statement.
    - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

- Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
    - Taking appropriate personnel action against such an employee, up to and including termination.
    - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

IX. BUY AMERICA ACT-(Applies to subrecipents as well as States)

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT) -(Applies to subrecipents as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING- (Applies to subrecipents as well as States)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 and not more than $100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING-(Applies to subrecipents as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION-(Applies to sub-recipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,* as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at *www.nhtsa.dot.gov*. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at *www.trafficsafety.org*.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, MS Office of Highway Safety encourages to adopt and enforce workplace safety policies to decrease crashed caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, leased or rented vehicles, or privately-owned while on official Government grant business or when performing any work on or behalf of the Government grant. MOHS also encourages subgrantees to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
RECIPIENT GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or sub-grant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * * * * *

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES ALCOHOL/ LAW ENFORCEMENT LIASION (LEL) HIGH VISIBILITY ENFORCEMENT (HVE) PARTICIPATION COMPLIANCE

1. Each agency with a LEL Network Coordinator Grant must hold at least one quarterly T.E.N. (Traffic Enforcement Network) meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E effort. **(LEL Only)**

2. Each agency with a LEL Network Coordinator Grant must allow the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Only)**

3. Each agency must engage in four (4) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, and the 4th of July Holiday Period by conducting checkpoints and/or saturation patrols during the state campaigns.

4. For each of the national blitz campaigns, each agency must maintain relevant statistics and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other citations/relevant statistics by the deadline. (Mobilization forms must be submitted by the deadline set forth by the MS Office of Highway Safety.)

5. Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each quarterly report.

Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.

- ☐ Unusual incidents of alcohol/ drug related crashes;
- ☐ Alcohol/ drug impaired driving violations;
- ☐ Unusual number of nighttime single vehicle crashes;
- ☐ Any other documented alcohol/ drug related vehicular incidents; and
- ☐ Citation data related to restrained and unrestrained occupants

Enforcement agencies are strongly advised to ensure the site itself has maximum visibility from each direction and has sufficient illumination to ensure safety during night inspection.

DUI ENFORCEMENT COMPLIANCE

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI Enforcement must comply with the following:

1. Subgrantee agrees and commits to have the DUI Officer (if applicable) and/or other officers assigned to work DUI overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence. Shift hours *will include* **4:00 p.m. and no later than 7:00 a.m.** for the Full Time DUI Officer(s). Overtime hours for DUI Enforcment *will include* **4:00 p.m. and no later than 7:00 a.m.** and *will include* Thursdays, Fridays and Saturdays.

   If proper justification can be made regarding **other time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI activities in which the DUI officer (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

3. Agency will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. Agency will also engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

OCCUPANT PROTECTION HIGH VISIBILITY ENFORCEMENT (HVE)

Each agency funded under a 402/405(b) Occupant Protection Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign.

Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

SUBGRANTEE/LEL PROMOTIONAL/INCENTIVE COMPLIANCE

All Current MS Office of Highway Safety subgrantee must adhere to the following compliance when ordering from the MS Office of Highway Safety Resource Center, receiving and distributing promotional items for the project:

All Subgrantees must have **prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.

Promotional items: Items from the MS Office of Highway Safety Resource Center must be used to promote the programs in which are funded. Items to be given away should further enhance the public's knowledge and awareness of the program the agency is implementing with federal funding. Items can be distributed during educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make aware of the current data and dangers attributed to your program.

EQUIPMENT CERTIFICATION:

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-grantee; or the State, through formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (23 CFR 1200.21)

Costs for equipment items are allowable only as part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL), where applicable.

All Subgrantees must have **prior written approval from MOHS before making any purchase related to equipment.

MAGIC CERTIFICATION:

Each agency funded under a federal grant must participate in the Mississippi Accountability System for Government Information and Collaboration (MAGIC). Each agency must complete the sub-grantee e-learning training course for understanding of the MAGIC system. Each agency must comply with all MAGIC requirements for reporting, payment and data collection. Each agency will be required to submit a copy of the Certification of Completion of the MAGIC e-learning training course to the MS Office of Highway Safety before the grant is awarded and any payments are reimbursed.

DEBARMENT CERTIFCATION:

I, Johnny L. DuPree, Mayor (Signatory Official) do hereby certify that City of Hattiesburg (sub-grantee/agency) is not or has not been barred from contracting or entering into contracting with the MS Office of Highway Safety for a project/ projects utilizing federal funds.

Signatory Official

Assurance Requirement of Subgrant Recipients:

In cooperation with the MS Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MS Office of Highway Safety program manager, the MS Office of Highway Safety Director and/or the Department of Public Safety Planning Executive Director of the planning for such an occurrence and afford opportunity for Department of Public Safety Planning- MS Office of Highway Safety personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Hattiesburg (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorized Official's Signature (Grantee, Sub-grantee or Recipient)	Date: 11-18-14
JOHNNY L. DuPREE, PH.D.	MAYOR
[Typed or Printed Name]	[Person's Organizational Title]

* * * * * * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

LOCAL GOVERNMENTAL RESOLUTIONAGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the CITY OF HATTIESBURG
(Governing Body of Unit of Government)

herein called the **"SUBGRANTEE"** has thoroughly considered the problem addressed in the application (entitled) FY 2015 DUI ENFORCEMENT and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City Council of Hattiesburg
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY Hattiesburg MISSISSIPPI, THIS 18th Day of November, 20 14 AS FOLLOWS:

1. That the project above is in the best interest of the Recipient and the general public.
2. That the Johnny L. DuPreem Ph.D., Mayor, City of Hattiesburg be authorized to accept, on behalf of the
(Name and Title of Representative)

Subgrantee an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of $95,262.00 to be made to the Subgrantee defraying the cost of the
(Federal Dollar Requested)

project described in the award.

3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of $ -0- as required by the project. (If Applicable)
(Local Match Amount)
4. That certified copies of this resolution be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: Johnny L DuPreem
(Chairman/Mayor - Blue Ink)

Commissioner/Councilman Carroll offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman Naylor and, was duly adopted.

Date: 11-18-14

Attest: Sharon Waits WC

By: Deputy City Clerk
(Blue Ink)

Seal

City of Hattiesburg, MS

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

Master

File Number: 2014-1581

File ID:	2014-1581	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/16/2014
Brief Title:	Forfeitures			**Final Action:**	
				Minute Book Number:	MB2015-13

Title:
Declaration of Forfeitures

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Forfeiture-Buick Century & Money	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Tammy Leggett	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1581

Title

Declaration of Forfeitures

Summary

Acknowledge receipt of Declaration of Forfeitures from the Forrest/Perry Metro Narcotics Task Force forfeiting one (1) 2000 Buick Century VIN: 2G4WS52J8Y1283119 and $2,361.00 to the Hattiesburg Police Department. The monies will be forfeited in the following manner: $1,888.80 to the Hattiesburg Police Department and $472.20 to the Forrest County District Attorney's Office.

STATE OF MISSISSIPPI
COUNTY OF FORREST

DECLARATION OF FORFEITURE

On the 24th day of April, 2013, Notice of Intention to Forfeit Seized Property was given to **JERRY PAGE** by personal service from Kendrick Short of the Hattiesburg Police Department pursuant to MISS. CODE ANN. § 41-29-176 (5) (1972), as amended. Said Notice required any interested party to file a petition requesting judicial review and contesting the forfeiture within 30 days after the receipt of the Notice of Intent to Forfeit Seized Property, or the property described below would be forfeited to the Hattiesburg Police Department.

DESCRIPTION OF PROPERTY:	**APPROXIMATE VALUE:**
One (1) 2000 Buick Century vehicle, VIN: 2G4WS52J8Y1283119	$ 4,000.00
Two Thousand Three Hundred Sixty-One Dollars in U. S. Currency	$ 2,361.00

More than thirty (30) days have passed from the date on which the Notice of Intention to Forfeit Seized Property was provided to claimant and no Petition contesting the forfeiture and requesting judicial review was filed in the county court, if a county court exits, or otherwise in the circuit court of the county in which the seizure was made or in the county in which the criminal prosecution is brought or served upon the attorney or representative of the seizing agency.

IT IS, THEREFORE, hereby declared that the above described property shall be forfeited in the following manner: One (1) 2000 Buick Century vehicle, VIN: 2G4WS52J8Y1283119, to the Hattiesburg Police Department; 1,888.80 to the Hattiesburg Police Department, and $472.20 to the Forrest County District Attorney's Office, all to be distributed, used or disposed of according to law.

SO DECLARED, on this the 12th day of November, 2014.

Patricia Burchell
District Attorney

This day personally before me, the undersigned authority in and for the State and County aforesaid, the above named, Patricia Burchell, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 12th day of November, 2014.

Notary Public

My Commission Expires: June 9, 2017

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 105726 CORTNEY LANKFORD Commission Expires June 9, 2017 FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2014-1591

File ID:	2014-1591	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/22/2014
Brief Title:	James Street Water Plant Rehab Phase III			**Final Action:**	
				Minute Book Number:	MB2015-14

Title:

Acknowledge bids received December 18, 2014 for the James Street Water Treatment Plant Rehab Phase III project and accept the bid from Hemphill Construction Co. in the amount of $610,260.00 as being the lowest and best bid; authorize Mayor to execute contracts upon preparation for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bid Tab-Cover Ltr, Bid Tab	**Enactment Number:**	
Contact:		**Meeting Date:**	01/06/2015
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1591

Title

Acknowledge bids received December 18, 2014 for the James Street Water Treatment Plant Rehab Phase III project and accept the bid from Hemphill Construction Co. in the amount of $610,260.00 as being the lowest and best bid; authorize Mayor to execute contracts upon preparation for same.

Summary

James Street Water Plant Rehab - Filter 6

Budget Information

105695.7245.10

Expenditure Type
2013 COMSWIP Bond

Purchasing Item
Sealed Bid

sdw

Engineering Progress

December 18, 2014

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: James St. Water Treatment Plant Rehab – Ph. III
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 December 18, 2014 for the above referenced project.

I am recommending the lowest bidder, Hemphill Construction Co. of Florence, MS in the bid amount of Six Hundred and Ten Thousand, Two Hundred and Sixty Dollars and No Cents ($610,260.00).

Enclosed is a copy of the original bid from Hemphill Construction Co. and the original bids from all other bidders.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/rs
Enclosures

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

BID TAB

December 18, 2014

Project: James St. Water Treatment Plant Rehab - Ph. III

Project No. 1273-W010

Hemphill Construction Co.	T. L. Wallace Construction Co.
P.O. Drawer 879 Florence, MS 39073	808 Hwy 98 Bypass Columbia, MS 39429

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Filter Rehabilitation Phase III	1	L.S.	$610,260.00	$610,260.00	$624,870.00	$624,870.00
			Total Bid		**$610,260.00**		**$624,870.00**

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on December 18, 2014, and that said tabulation is true and correct to the best of my belief.

JOHN T. WEEKS LICENSED PROFESSIONAL ENGINEER 18912 STATE OF MISSISSIPPI

John T. Weeks, P.E. 12/18/14

Comments:

City of Hattiesburg, MS

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

Master

File Number: 2014-1603

File ID: 2014-1603 **Type:** Regular Agenda Item **Status:** ATS Paused

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

File Created: 12/29/2014

Brief Title: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #40 - Abatement of Asbestos Containing Material

Final Action:

Minute Book Number: MB2015-14

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #40 - Abatement of Asbestos Containing Material for the period of February 18, 2015 through March 31, 2016

Notes:

Sponsors:

Enactment Date:

Attachments: 01-06-Advertise PS 40, executed 01-06-Advertise PS 40

Enactment Number:

Contact:

Meeting Date: 01/06/2015

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1603

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #40 - Abatement of Asbestos Containing Material for the period of February 18, 2015 through March 31, 2016

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #40 - Abatement of Asbestos Containing Material

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 5, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of February 18, 2015 through March 31, 2016, to-wit:

ITEM #40 ABATEMENT OF ASBESTOS CONTAINING MATERIAL

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 6th day of January, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM 40: ABATEMENT OF ASBESTOS CONTAINING MATERIAL

Bidder shall bid on furnishing personal services for removal of asbestos as needed, for the Department of Urban Development

The abatement process will include commercial and residential buildings that are in the process of being demolished by the City of Hattiesburg.

The bid will reflect the cost of abatement on a basis of per square foot depending upon the measurement of interior floors, interior walls and/or ceilings, exterior walls, and/or roofing materials wherein asbestos containing materials have been noted.

The testing of any and all buildings will be conducted by employees of the Code Enforcement Division and the exact location of asbestos to be removed will be determined as each building in question is inspected and/or tested accordingly.

Bidders must submit, in their bid, proof of their certification for asbestos abatement from the Mississippi Department of Environmental Quality, per 11 Miss. Admin. Code, Pt. 2, Ch. 10.

All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in unit(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

The contract will be awarded to the lowest, responsive, responsible bidder. When awarding the bid, the City of Hattiesburg may consider a bidder's responsibility concerning matters that relate to the prompt and efficient performance of a contract, including the bidder's honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice (s).

NOTE: PRICES shall be FIRM for a period beginning on February 18, 2015, and ending March 31, 2016, items to be purchased as required.

SEALED bids will be received until 10:00 A.M., Thursday, February 5, 2015 in the City Clerk's Office in the City Hall, P. O. Box 1898, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described services. 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
ITEM 40: ABATEMENT OF ASBESTOS CONTAINING MATERIAL
SUBMITTED BY 10:00 A.M., FEBRUARY 5, 2015

The lowest, responsive, responsible bid will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any

or all bids received and to waive informalities. The City reserves the right to award separate bids or total inclusive bids for services contained herein, whichever is in the best interest of the City.

APPROVED on this, the 6th day of January, A. D., 2015.

CITY OF HATTIESBURG, MISSISSIPPI
BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
DEPARTMENT OF URBAN DEVELOPMENT

BID PROPOSAL FOR: ABATEMENT OF ASBESTOS CONTAINING MATERIAL

The undersigned Bidder agrees to comply with and provide the following services to the City of Hattiesburg:

Bidder shall provide services on an "as needed" basis for the furnishing of the following:

Labor and Equipment for:

Testing and Proper Removal/Disposal of Asbestos
$_____ Cost/per square footage of material

Successful bidder shall furnish and supervise any personnel needed to perform said services.

Successful bidder shall furnish all tools and equipment necessary to perform said services.

Successful bidder shall be responsible for and shall furnish any and all insurance that may be required by the City.

Successful bidder **SHALL NOT BEGIN WORK** UNTIL ALL NECESSARY PERMITS, WORK ORDERS AND PURCHASE ORDERS HAVE BEEN COMPLETED AND RECEIVED BY BIDDER.

Successful bidder shall be an approved contractor for the City for the duration of the contract.

Successful bidder agrees to comply with all federal, state, and city laws in performing the work contracted for under this contract.

Successful bidder shall coordinate all work activities with the City's Land Code Administrator or his/her designee.

Successful bidder agrees that it shall hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from providing these services.

It is understood that this Contract may be terminated by either party for any reason upon fifteen (15) days written notice of intention to terminate this contract.

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER (DAY AND NIGHT)

FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SOCIAL SECURITY OR EMPLOYER ID NUMBER

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 5, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of February 18, 2015 through March 31, 2016, to-wit:

ITEM #40 ABATEMENT OF ASBESTOS CONTAINING MATERIAL

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 6th day of January, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon Watts M. C.
CITY CLERK

(SEAL)

City of Hattiesburg, MS

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

Master

File Number: 2014-1583

File ID:	2014-1583	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/18/2014
Brief Title:	Request for Proposals - FTA JARC 2015			**Final Action:**	
				Minute Book Number:	MB2015-14

Title:

Approve and Authorize Request for Proposals for service related to Job Access Reverse Commute (JARC) passenger transportation services as established with Federal Transit Adminstration (FTA) grant program. {FTA JARC 2015}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Request for Proposals JARC, executed Request for Proposals JARC	**Enactment Number:**	
Contact:		**Meeting Date:**	01/06/2015
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1583

Title

Approve and Authorize Request for Proposals for service related to Job Access Reverse Commute (JARC) passenger transportation services as established with Federal Transit Adminstration (FTA) grant program. {FTA JARC 2015}

Summary

Request for Proposal - FTA JARC 2015

Budget Information

Expenditure Type

FTA Grant - JARC

Purchasing Item

Sealed Bid

Publication Information

Hattiesburg American - January 4 and January 11, 2015

To be published in the *HATTIESBURG AMERICAN* in the Sunday, January 4, 2015 and Sunday , January 11, 2015 in the Classified Ad Section Block Style on behalf of the City of Hattiesburg, Mississippi.

Please prepare a *PROOF OF PUBLICATION* and remit to the City Clerk, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898. *TEAR SHEETS ARE NOT ACCEPTABLE AS PROOFS*.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed proposals/bids until 10:00 a.m., Thursday, January 29, 2015 in the City Clerk's Office in the City Hall of said City of furnishings the City's requirements of the following items for Hub City Transit, to-wit:

Job Access Reverse Commute (JARC) Transportation Services

The above shall propose/bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 which may be obtained upon request and on line at www.hattiesburms.com/downloads.

Each PROPOSAL/BID must be received in a sealed envelope which is marked in the lower left-hand corner with the work "PROPOSAL/BID" and the NAME OF THE ITEM on which proposal/bid is being and the DATE OF BID OPENING.

The best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this the _____ day of _____, 2015

CITY OF HATTIESBURG, MISSISSIPPI (S E A L)

BY: _____/S/
CITY CLERK

Request for Proposals
for
Job Access Reverse Commute (JARC) Transportation Services

Issue Date: January 6, 2015
Schedule: Pre-proposal Meeting: January 22, 2015 at 11:00 a.m. (CDST)
Open Bids: January 29, 2015 10:00 a.m. (CDST)

Submission Instructions:
One (1) original plus Three (3) copies (4 copies total) of the submittal must be returned in a sealed envelope, and be clearly marked "JARC RFP"

Contact: Questions or comments regarding the RFP may be submitted in writing until 5:00 p.m. 21st day of January, 2015 should be directed to:

Christine L. Brown
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
P.O. Box 1898
Hattiesburg, Ms 39401
Fax: (601) 545-6327
or e-mail: mpo@hattiesburgms.com

Email is preferred

Submission Instructions:
One (1) original plus Three (3) copies (4 copies total) of the submittal must be returned in a sealed envelope, and be clearly marked **"JARC RFP."**

SUBMITTALS SHOULD BE MAILED OR HAND DELIVERED TO:

Mailing Address:
City of Hattiesburg, Mississippi
Office of City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898

Delivery Address:
City of Hattiesburg, Mississippi
Office of City Clerk
200 Forrest St
Hattiesburg, MS 39401

PROPOSAL DEADLINE: January 29, 2015 10:00 a.m. (CDST)
No proposal shall be received by facsimile or via electronic mail.

Anticipated Contract Term: March 1, 2015 – December 30, 2015

PRE-PROPOSAL CONFERENCE will be held at
11:00 A.M. On 22nd day, January, 2015
City of Hattiesburg Council Chambers
2nd Floor City Hall/200 Forrest Street
Hattiesburg, Ms 39401

The purpose of this conference will be to review the attached specifications for **JARC PASSENGER TRANSPORTATION SERVICES** to be provided to the Hattiesburg Urbanized area outside the Hub City Transit service area, on behalf of the City of Hattiesburg Department of Federal and State Programs.

You are encouraged to attend or to be represented at the Pre-Proposal Conference if you plan to submit a proposal. Further details of the COH's requirements will be addressed at this time. *Questions or comments regarding the RFP may be submitted in writing until 5:00 p.m. 21st day of January, 2015 should be directed to:

Christine L. Brown
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
P.O. Box 1898
Hattiesburg, Ms 39401
Fax: (601) 545-6327
or e-mail: mpo@hattiesburgms.com
**Email is preferred*

Proposals will be received until 10:00 a.m. January 29, 2015.

CITY OF HATTIESBURG (COH) REQUEST FOR PROPOSALS
JOB ACCESS REVERSE COMMUTE PASSENGER TRANSPORTATION SERVICES

TRANSMITTAL LETTER
FY 2015

It is certified that this proposal is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the City of Hattiesburg.

The City of Hattiesburg operates its programs and services in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

_____
COMPANY (as identified with the Office of Secretary of State of Mississippi)

_____
AUTHORIZED SIGNATURE

_____
TYPED NAME AND TITLE

_____ _____
FEDERAL IDENTIFICATION # MAILING ADDRESS (P.O. BOX OR STREET)

_____ _____
TELEPHONE NUMBER CITY, STATE AND ZIP CODE

_____ _____
FAX NUMBER E-MAIL ADDRESS

REQUEST FOR PROPOSAL

ISSUING AGENCY:
The City of Hattiesburg, Department of Federal and State Programs

SUBJECT:
Job Access Reverse Commute (JARC) Passenger Transportation Services

DUE DATE:
Sealed proposals, including One (1) original plus Three (3) copies (4 copies total) must be received not later than **10:00 A.M. January 29, 2015.**

Mail proposal to:
City of Hattiesburg, Mississippi
Office of City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898

Hand deliver proposal to:
City of Hattiesburg, Mississippi
Office of City Clerk
200 Forrest St
Hattiesburg, MS 39401

With **"JARC RFP"** indicated on envelope. Late submittals will not be considered.

1.0 GENERAL INFORMATION

1.1 RFP PURPOSE

This Request for Proposal (RFP) provides interested applicants (Applicant/Provider) with the information necessary to prepare and submit proposals to the COH. This document sets forth the requirements, expectations, and process that applicants must follow in order to be considered for a Contract with the COH. Applicants must describe all activities that are a part of the services to be provided. No capital purchases are included in this RFP. The COH may award one or more contracts for the services specified herein. The COH is seeking proposals from qualified transportation providers for rendering single and shared-passenger transportation services for individuals authorized by the City of Hattiesburg for related transportation services.

1.2 AUTHORITY

Proposals in response to this RFP and any Contracts awarded in connection with this RFP shall be governed in accordance with all applicable federal, state, and local laws and regulations.

1.3 SCOPE OF SERVICES

Demand-Response and Standing Order transportation services for individuals authorized by the City of Hattiesburg. A Standing Order Trip is defined as a trip to and from the same location at the same time on the same day(s) of the week. A Demand-Response Trip is defined as any trip not considered a Standing Order Trip. Advance reservations are required with both types of service. Round Trips will include origins and destinations within the city limits of Hattiesburg, MS and outside of the city limits, but within the Hattiesburg Urbanized area. The majority of these trips may require child day care transportation trips in conjunction with parent work trips. Some may require a wheelchair lift-equipped vehicle and that type of service must be provided; trips in which such equipment is required shall be billed at the same rate as trips not requiring such equipment.

Service Times: Providers must be available various hours of services Monday through Friday and Weekends. Applicants may submit proposals for any number of one-way passenger trips for any or all of the Service Areas described herein, up to the estimated number of trips specified.

1.4 SERVICE REQUIREMENTS

A. PROVIDER VEHICLES

1. The Provider shall use only vehicles owned or leased and operated by the Provider for provision of services and shall provide sufficient vehicle back-up capacity in case of breakdowns.

2. All vehicles operating under a Contract with the COH must comply with or exceed the safety, mechanical, and operating standards of the State of Mississippi and/or the City of Hattiesburg and maintained under a preventative maintenance program.

3. All vehicles must provide appropriate safety equipment, first aid kit, blood borne pathogens, triangles, etc.

4. All vehicles must be clearly marked with the Provider's name as to allow passengers to easily identify its vehicles.

5. Provider is expected to perform pre-trip inspections of vehicles to be used under a Contract with the COH; vehicles failing the daily inspection shall not be used until deficiencies are corrected.

6. The Provider shall provide a means of communications between and among its dispatchers and vehicle drivers.

7. SERVICE PROVIDERS under contract to COH shall comply with the U.S.DOT Drug and Alcohol Testing Regulations 49 CFR Part 40 and Part 655. This also includes all drivers subcontracted by any SERVICE PROVIDER. Drivers and other safety sensitive employees shall successfully pass an approved pre-employment drug and alcohol screening prior to being employed on active service.

B. PROVIDER DRIVERS

All drivers employed or subcontracted by the Provider:

1. Shall maintain a valid appropriate Mississippi driver's license,

2. Shall have a satisfactory criminal records background check conducted by the Provider,

3. Must be trained to drive vehicles that serve public transportation to include but not limited to defensive and safe driving. Provider shall maintain written documentation of such training provided to its drivers,

4. Shall not smoke or use smokeless tobacco products while transporting passengers,

5. Shall be neat and clean in appearance when transporting passengers and do not utilize cell phones while transporting.

C. OTHER PROVIDER SERVICE REQUIREMENTS

1. Provider must ensure the maintenance of sufficient staff, facilities and equipment to deliver the agreed upon services.

2. Provider must attend scheduled or requested meetings with COH to discuss problems, procedures and/or needed adjustments to service delivery.

3. Provider must be certified by the Mississippi Office of the Secretary of State (non-profit providers are eligible but must be listed with the Office of the Secretary of State with such).

4. Provider's transit vehicle shall pick up and discharge passengers on the curb in front of their home or destination. The driver shall be responsible for assisting the passenger to ensure child safety-seats are properly secured in the vehicles before operating vehicles with infant passengers.

5. Provider's transit vehicle shall pick up passengers from origin pick up location within 15 minutes of scheduled pick up time and must pick up return trip passengers within 1 hour of notification that the passenger is ready for the return trip. The Provider must provide proper restraints for disabled passengers.

6. Children under the age of 8 years (or as required by law) shall be transported in a size and weight appropriate child safety seat that is provided by the child's Parent or Guardians. The Service Provider shall not be expected to provide such safety seats but must refuse to transport a child until such time the appropriate safety seat is provided.

7. Provider shall notify the COH by telephone within one-half hour and report in writing within 24 hours of the below listed occurrences:

a) A collision between Provider's vehicle in which a COH client is a passenger and another vehicle, person or object;
b) Any passenger complaint, accident, or illness while being transported under a Contract between Provider and the COH .

8. Providers must report all 'no-shows' and "change of schedules" on a monthly basis.

9. Provider's driver shall wait for an assigned passenger for a maximum of five (5) minutes at the pick-up location before leaving the pick-up location and reporting the 'no-show trip to the COH.

10. The passenger's shall pay ½ of the fare to be collected by the provider.

11. Every effort must be made by Provider to provide transportation for JARC related activities during inclement weather.

12. The Provider, employees of the Provider, or subcontractors of the Provider shall be subject to the confidentiality laws of the State of Mississippi.

13. Provider program records and documentation must be open to COH, the Mississippi Department of Transportation (MDOT), and the Federal Transit Administration (FTA) personnel to monitor for state and federal compliance.

14. The Provider will be responsible for the authorization of passengers eligible for the JARC program. As follows:

a) Written authorization shall include passenger name, phone number if available, trip origin and destination addresses, scheduled pick up and return dates/times, number of infants being transported, and any special instructions.

b) Shall request transportation services no later than 3:00 PM on the day before a requested trip except in extreme circumstances.

c) Shall enforce its Transportation "No Show' policy, which includes a loss of transportation services for missing 2 or more scheduled trips, failure to give 24 hours notice of cancellation for a scheduled trip, and unruly behavior.

1.5 PROPOSAL CONTENT and CRITERIA

All materials submitted in response to this proposal will become the property of COH. Responses to this RFP must correlate with the alphanumeric characters in the RFP. Each item in the RFP should be addressed in Applicant's proposal. An original and three(3) copies of the complete proposal for this contract must be submitted in a sealed envelope and must contain the following:

1. A transmittal letter signed and dated by an individual authorized to bind the bidder legally must accompany each proposal. Evidence must be submitted showing the individual's authority to bind the bidder. The transmittal letter must bear the name of the firm.

2. A cover sheet that includes the applicant's identification information including business mailing address, phone and fax numbers, person(s) to be contacted, and Federal Tax ID Number.

3. A brief (not to exceed 5 double-spaced pages) narrative that describes:
   a) A history and overview of the Applicant agency
   b) Number and location of local and headquarter offices
   c) Agency's experience in providing services requested
   d) Agency's mediation procedures for customer complains
   e) Year, manufacture/model, & seating capacity of any Agency vehicles to be used; include how many are equipped with wheelchair lift.

4. Copy of last fiscal year audit. If the provider is a new firm, documents from the providers financial institution and/or accountant showing the company's financial stability.

5. The names of three references, each including a specific contact name and phone number. References should be able to attest to the ability of applicant to provide the services requested. No COH employees may be used as references.

7. Other information that a bidder believes to be pertinent but not specifically requested elsewhere in this Request for Proposal.

6. The proposal must be typed in a 12-point font. The proposal should be organized in accordance with the selection criteria noted in Section 5.0.

Proposals not in compliance with these requirements or submitted after the deadline will not be considered under the review process.

1.6 TERM OF CONTRACT

The contract term shall begin upon signatories and ending December 30, 2015.

1.7 PAYMENT

Billing to COH will be on a monthly basis. Provider's monthly invoice shall be accompanied by a transportation log that contains:
a) Authorized passenger names
b) Pickup and Destination street address
c) Date of trips
d) Total monthly miles
e) Total monthly hours
Following contract approval, the COH will pay all invoices for documented fees and charges within thirty (30) days of receipt of Provider's invoices.

1.8 SCHEDULE OF ACTIVITIES

The events leading to the consideration of an award of a contract associated with this RFP are as follows:

Issue Notices: Request for Proposals:	January 6, 2015
Bidders' Conference:	10:00 a.m. 22nd day, January, 2015
Proposals Due:	10:00 a.m. 29th day, January, 2015
Panel Review of Proposal:	29th day of January 2015
*Determine Bid(s) Recommendation: on or before:	10th day February 2015
Commence Services:	1st day, March, 2015

*All applicants will be notified of bid recommendations after this date. Award notices to successful applicants will be tentative pending approval by the Mayor and City Council and MDOT.

1.9 PROPOSAL DEADLINE

All proposals must be received by 10:00 a.m. the 29th day, January, 2015 as follows:

By Mail:
City of Hattiesburg, Mississippi
Office of City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898

By Hand:
City of Hattiesburg, Mississippi
Office of City Clerk
200 Forrest St
Hattiesburg, MS 39401

1.10 BIDDERS CONFERENCE

Applicants who have questions about this RFP may attend Bidders conference to be held beginning **at 10:00 A.M. On 22nd day, January, 2015** in the City of Hattiesburg Council Chambers, 2nd Floor City Hall, 200 Forrest Street, Hattiesburg, Ms 39401.

The purpose of this conference is to answer questions about this RFP.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 SOLE POINT OF CONTACT

No questions regarding this RFP will be answered by MPO staff. Questions concerning this RFP should be provided in writing prior to 5:00 PM 21st day, January, 2015 and directed to:

Christine L. Brown, HPFL-MPO Division Manager
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
P.O. Box 1898
Hattiesburg, Ms 39401
601-545-6259
601-545-6327 FAX
or e-mail: mpo@hattiesburgms.com

Email is preferred.

2.2 RESPONSE EXPENSE

The COH assumes no liability for expenses incurred by Providers resulting from response to this Request for Proposal.

2.3 COMPENSATION TO THE SELECTED BIDDER

The selected bidder will be compensated for providing the specified services at the rates, terms, and conditions established in the signed contract.

3.0 INFORMATION REQUIRED FROM THE BIDDER

3.1 BIDDER'S QUALIFICATIONS

The proposal must contain any documents and other information the bidder deems necessary to demonstrate fully its qualifications and allow the COH to evaluate its ability to provide the service.

3.2 SUBCONTRACTING

The selected Providers shall not subcontract any part of the contracted services after award of the contract without written approval of COH. The selected Providers will require all subcontractors to comply with all provisions herein. Notwithstanding, the selected Providers will be held liable for compliance with all duties and functions required by the contract, whether performed by the Provider or an approved subcontractor.

4.0 INSURANCE REQUIREMENTS

The Provider shall maintain for the duration of a contract, at its sole expense, the following insurance coverage:

4.1 COMMERCIAL LIABILITY INSURANCE

The Provider shall:

a. Maintain insurance in compliance with the Mississippi Department Of Transportation Household Goods And Passenger Carriers Certificate Of Convenience And Necessity, Intrastate Guidelines. (Attachment A). Such insurance shall name COH, its officials, officers, and employees as insured, with respect to performance of the services of this contract. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insurers.

b) Shall be primary with respect to insurance or self-insured retention programs covering COH, its officials, officers, and employees.

4.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE

The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,500,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles used to provide services under this Agreement.

4.3 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The Provider shall maintain workers' compensation insurance with the State of

Mississippi statutory limits and employers' liability insurance with limits of not less than $100,000 each accident.

4.4 OTHER INSURANCE REQUIREMENTS

The Provider shall:

a) Prior to commencement of services, furnish the COH with properly executed certificates of insurance which shall clearly evidence all insurance required in this section, and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior notice to the COH at: COH P.O. Box 1898 or 200 Forrest St, Hattiesburg, Ms. 39403-1898

b) Provide certified copies of endorsements and policies, if requested by COH, in lieu of or in addition to certificates of insurance.

c) Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.

d) Maintain such insurance with insurers authorized to do business in Mississippi and having A.M. Best Company ratings of not less than A: VII. Any alternatives to this requirement shall require written approval of COH.

e) A contract must not be executed without a properly executed certificate of insurance evidencing all required coverage, including evidence of required additional insured.

BID REQUIREMENT

A certificate of insurance must be submitted with each bid. This certificate may be a sample. However, a contract will not be executed without a properly executed certificate of insurance evidencing all required coverage's, including evidence of required additional insurance.

5.0 DETERMINATION OF SUCCESSFUL BIDDER(S)

On or before 22nd day of January 2015 the COH expects to select Provider(s) to provide the specified services. In awarding contract(s) for this service, the COH will determine in its sole judgment the proposal(s) which is/are the most advantageous to the COH, considering the price, performance, and all other factors listed in the RFP. The proposal will be rated on the following criteria:

- Applicant's ability to best meet the criteria set forth in this RFP
- Cost-effectiveness
- Agency's experience in providing services

The Applicant(s) whose combination of these criteria is/are deemed to be in the best interest of the COH will be selected as the successful Applicant(s). The COH reserves the unqualified right to reject any or all bids.

6.0 CONDITIONS

6.1 BINDING CONTRACT/MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal in response to the RFP shall remain available for acceptance for a period of ninety (90) days from the bid opening date.

6.2 INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Applicant certifies the following:

a. Prices in the proposal were developed independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Providers or with any competitor;

b. Unless otherwise required by law, prices were not knowingly disclosed by the Applicant to others and will not knowingly be disclosed by the Applicant prior to bid opening; and

c. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit a proposal for the purpose of restricting competition.

6.3 DISCLAIMER

All statistical and fiscal information contained in this RFP and its appendices, including amendments and modifications thereto, reflect the best and most accurate information available to the COH at the time of RFP preparation but are not to be construed as a guarantee of future activities.

6.4 TERMINATION

The contract will be subject to termination under any of the following conditions:

a. Upon Notice: The COH or the selected Provider may terminate the contract at any time with a thirty (30) day prior written notice to the other party.

b. By the COH For Cause Without Notice: If the selected Provider fails to perform its obligation in a timely manner in accordance with the requirements of the contract.

c. Failure of COH To Pay Without Notice: The contract may be terminated by the selected Provider(s) upon failure of the COH to make appropriate payments for services duly provided and accepted by the COH, if payment is more than thirty (30) days overdue.

6.5 REQUESTING ADDITIONAL INFORMATION

The COH reserves the right to request additional data, information, oral discussion, or presentation to support any written proposal or to clarify any aspect of any proposal.

Understanding of RFP Procedures, Terms and Conditions*
(To be returned with proposal submission)

Invitation to Submit Proposals
City of Hattiesburg, Mississippi

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Attachment A

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
HOUSEHOLD GOODS and PASSENGER CARRIERS
CERTIFICATE OF CONVENIENCE and NECESSITY

Intrastate Guidelines

The following are the guidelines for applying for a Certificate of Convenience and Necessity.

In order to apply for a Certificate of Convenience and Necessity, a letter of application must be sent to the Mississippi Department of Transportation containing the following information:

1. The name and address of the applicant, and if the applicant is a corporation, the names and addresses of its principal officers.

2. The public highway or highways over which, and cities, towns or villages between which and the route or routes or the territory within which it proposes to operate; in case of irregular route operation, the cities, towns or villages to be served and the territory to be served.

3. The kind of transportation, whether passenger or property, or both, together with a full and complete description of the character of the vehicle or vehicles to be used, including the seating capacity of any vehicle to be used for passenger traffic, and the weight of the vehicle or vehicle to be used.

4. A complete description of the property proposed to be devoted to the public service.

5. Detailed statement showing the assets and liabilities of such applicant; if the applicant is a corporation, such statement shall be sworn to by an executive officer of the applicant.

6. Proof satisfactory to the commission that the applicant will be able immediately upon obtaining a certificate to comply with the laws respecting public liability property damage and cargo insurance or bond.

7. A statement of the existing carriers serving the route or territory proposed to be served and who will be affected by the proposed service.

8. Any other additional information which the commission by order may require.

Carriers desiring to transport household goods and passengers in the State of Mississippi must complete the application packet and submit it to the Mississippi Department of Transportation (MDOT).

In order to process your application, you **must** complete the entire packet:

1. **Application Form (USDOT/MC #'s)**
   a. Complete all sections entirely
   b. Be sure to include official signature and date
   c. Exhibit A-1- **Clearly label i.e., "Exhibit A"**

2. **Filing Fee**
   a. Fifty dollar ($50.00) filing fee must accompany the application packet
   b. Fee can be paid by credit card, cashiers' check, or money order
   c. Checks and money orders should be payable to the Mississippi Department of Transportation (MDOT)

The insurance requirements listed below must be met before carrier operations begin.

Minimum insurance coverage required is the same as the requirements contained in 49 C.F.R. Part 387. These limits are as follows:

1. LIABILITY COVERAGE:

(a) Property (non- hazardous)	$750,000

2. CARGO INSURANCE:

(a) Cargo liability for loads of three tons or less	$5,000
(b) Cargo liability for loads of more than three tons	$10,000

3. PASSENGER CARRIERS:

(a) Seating capacity of 16 or more	$5,000,000
(b) Seating capacity of 15 or less	$1,500,000

4. BOC-3 Form: For applicants not domiciled in the State of Mississippi.

5. TARRIFF/CONTRACT: Tariff of rates, schedules of rates, Power of Attorney, or a Rate Association if filing for a Certificate as an Intrastate Common Carrier and Contracts if filing for a permit as an Intrastate Contract Carrier.

If you have any questions, contact the Mississippi Department of Transportation at: (601) 359-1717 (Option 2) or Toll Free @ 888 737-0061 (Option 2).

HEARING AND DISPOSITION ON APPLICATION FOR CERTIFICATE

Upon the filing of an application for a certificate of public convenience and necessity, the commission shall within a reasonable time, fix a time and place for hearing such application, **not less then twenty(20) days** after such filing and shall hear and determine such application within a reasonable length of time.

In determining whether the certificate shall be granted, the commission shall, among other things, give due consideration to the present transportation facilities over the proposed route of the applicant, the volume of traffic over such route, the financial condition of the applicant, and condition of the highway over the proposed route, or routes.

If the commission shall find the proposed operation justified, and that the applicant is fit, willing,
and able to properly perform the services proposed and to conform to the provisions of the chapter and of the requirements, rules and regulations of the commission, it shall issue a certificate to the applicant, subject to such terms, limitations and restrictions as the commission may deem proper, authorizing in whole or in part the operations covered by the application. If the commission shall find the proposed operation not justified, the application shall be denied.

FTA CONTRACTUAL CLAUSES

FTA CIRCULAR 4220.1D

ATTACHMENT 1

FTA CIRCULAR 4220.1D

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.



B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 (transportation services excepted).	>$100,000	>$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				 All > $2,000 (also ferries).	
Bonding				$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually.		EPA-selected items $10,000 or more annually.	EPA-selected items $10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	**a. Contracts below SAT ($100,000)**	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above $100,000/Capital Projects	None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	**a. Contracts below SAT ($100,000)**	Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above $100,000/Capital Projects	Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Federal Changes

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Termination

49 U.S.C.Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

   If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

   The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

   1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

   2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

      If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

   If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

   If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. **Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a

fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
    a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Disadvantaged Business Enterprise(DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26,*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __ **%.** A separate contract goal **[of __ % DBE participation has] [has not]** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:

   1. The names and addresses of DBE firms that will participate in this contract;
   2. A description of the work each DBE will perform;
   3. The dollar amount of the participation of each DBE firm participating;
   4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
   5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
   6. If the contract goal is not met, evidence of good faith efforts to do so.

   [Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).
   {If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}.** In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors**

within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Incorporation of
Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Hattiesburg requests which would cause City of Hattiesburg to be in violation of the FTA terms and conditions.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29
Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____
Representative's Signature: _____
Representative's Printed Name: _____
Date: _____

Breaches and Dispute Resolution

49 CFR Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

  Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

  Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

> Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Clean Water Requirements

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

> Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
>
> (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Contract Work Hours and Safety Standards Act

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than $100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Drug and Alcohol Testing

49 U.S.C. §5331
49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing
Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing
Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing
Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Transit Employee Protective Agreements

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language.

Transit Employee Protective Provisions.

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

    a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

    b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

    § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

    c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

    § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Bus Requirements

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Requirements

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan

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I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Privacy Act

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

   5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Breaches and Dispute Resolution

49 CFR Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Transit Employee Protective Agreements

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language.

Transit Employee Protective Provisions.

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

    a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

    b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

    § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

    c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

    § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

AMERICANS WITH DISABILITIES ACT (ADA)

ADA Access – The FTA Best Practices Procurement Manual does not yet include a description of this required clause. In general, contractors must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

I acknowledge I have read and understand all procedures and requirements of the above referenced FTA Contractual Clause and have complied fully with the general terms and conditions stated above.

Contractor: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

To be published in the *HATTIESBURG AMERICAN* in the Sunday, January 4, 2015 and Sunday , January 11, 2015 in the Classified Ad Section Block Style on behalf of the City of Hattiesburg, Mississippi.

Please prepare a *PROOF OF PUBLICATION* and remit to the City Clerk, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898. *TEAR SHEETS ARE NOT ACCEPTABLE AS PROOFS*.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed proposals/bids until 10:00 a.m., Thursday, January 29, 2015 in the City Clerk's Office in the City Hall of said City of furnishings the City's requirements of the following items for Hub City Transit, to-wit:

Job Access Reverse Commute (JARC) Transportation Services

The above shall propose/bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 which may be obtained upon request and on line at www.hattiesburms.com/downloads.

Each PROPOSAL/BID must be received in a sealed envelope which is marked in the lower left-hand corner with the work "PROPOSAL/BID" and the NAME OF THE ITEM on which proposal/bid is being and the DATE OF BID OPENING.

The best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this the 6th day of January, 2015

CITY OF HATTIESBURG, MISSISSIPPI (S E A L)

BY: Sharon Waits DC/s/
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2014-1599

File ID:	2014-1599	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/23/2014
Brief Title:	Taxi Permit			**Final Action:**	
				Minute Book Number:	MB2015-14

Title:
Approve the issuance of taxi permit for Robert E. McIntyre, to drive for D.J. Shuttle Services.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Taxi Permit-McIntyre, executed Taxi Permit-McIntyre	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1599

Title

Approve the issuance of taxi permit for Robert E. McIntyre, to drive for D.J. Shuttle Services.

Summary

Taxi Permit.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL: 120407 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: _____ INS: __X___

COMMERCIAL DRIVER'S LICENSE NO: 001-53-8689

COMMERCIAL DRIVER'S LICENCE EXPIRES: **09-09-2017**

Robert E. McIntyre having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the **D. J. Shuttle** for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

ATTEST:

_____
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL: 120407 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: _____ INS: __X__

COMMERCIAL DRIVER'S LICENSE NO: 001-53-8689

COMMERCIAL DRIVER'S LICENCE EXPIRES: **09-09-2017**

Robert E. McIntyre having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the **D. J. Shuttle** for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

ATTEST:

_____
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2014-1598

File ID:	2014-1598	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/23/2014
Brief Title:	Taxi Permit			**Final Action:**	
				Minute Book Number:	MB2015-14

Title:

Approve the issuance of taxi permit for Richard Dale Saxwold, to drive for D.J. Shuttle Services.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Taxi Permit- Saxwold, executed Taxi Permit-Saxwold	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1598

Title

Approve the issuance of taxi permit for Richard Dale Saxwold, to drive for D.J. Shuttle Services.

Summary

Taxi Permit.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL: 120407 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: _____ INS: __X__

COMMERCIAL DRIVER'S LICENSE NO: 802-53-1972

COMMERCIAL DRIVER'S LICENCE EXPIRES: **11-22-2020**

Richard Dale Saxwold having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the **D. J. Shuttle** for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

ATTEST:

_____
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL: 120407 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: _____ INS: __X__

COMMERCIAL DRIVER'S LICENSE NO: 802-53-1972

COMMERCIAL DRIVER'S LICENCE EXPIRES: **11-22-2020**

Richard Dale Saxwold having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the **D. J. Shuttle** for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

ATTEST:

_____
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2014-1589

File ID:	2014-1589	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/22/2014
Brief Title:	Taxi Permit			**Final Action:**	
				Minute Book Number:	MB2015-14

Title:
Approve the issuance of taxi permit for John Calvin Williams, to drive for D.J. Shuttle Services.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Taxi permit- John Williams, executed Taxi permit- John Williams	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1589

Title

Approve the issuance of taxi permit for John Calvin Williams, to drive for D.J. Shuttle Services.

Summary

Taxi Permit.

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]

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL: 120407 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: ____ INS: __X__

COMMERCIAL DRIVER'S LICENSE NO: 801-07-6857

COMMERCIAL DRIVER'S LICENCE EXPIRES: **07-06-2015**

John Calvin Williams having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the **D. J. Shuttle** for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

ATTEST:

_____
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL: 120407 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: _____ INS: __X__

COMMERCIAL DRIVER'S LICENSE NO: 801-07-6857

COMMERCIAL DRIVER'S LICENCE EXPIRES: **07-06-2015**

John Calvin Williams having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the **D. J. Shuttle** for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

ATTEST:

_____
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2014-1596

File ID:	2014-1596	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/22/2014
Brief Title:	Grave sales			**Final Action:**	
				Minute Book Number:	MB2015-14

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	1-6-15 receipts, 1-6-15 Cemetery Deeds, executed 1-6-15 Cemetery Deeds	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1596

Title

Approve the sale of grave spaces, per attached memo.

Summary

Graves Spaces

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-21- 20 14

SOLD TO:

Mr.. Mrs. Miss Georgia Thompkins

ADDRESS 622 New Orleans St, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 84 Section No. 34 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 Brune

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-20- 20 14

SOLD TO:

Mr.. Mrs. Miss Brayden Bolton

ADDRESS 212 Martin Luther king Ave Apt #4-B Ha. Hiesburg MS 3940

desires to purchase the grave space described below, subject to Cemetery regulations.

Infant Space # 14

½ ¼ 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 # 7252 $ 104.50

Cash $ 15.50

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-21- 20 14

SOLD TO:

Mr.. Mrs. Miss Myron Fortner

ADDRESS 622 New Orleans St, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 50 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 Brune

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11 25 2014

SOLD TO:

Mr.. Mrs. Miss Robert D. Huddleston

ADDRESS 147 Hinton Dr. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 89 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ $175.00

Price Received $ 175.00

check # 4692

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-25- 2014

SOLD TO:

Mr.. Mrs. Miss Elizabeth Williams

ADDRESS 5752 Hwy 49, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 89 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck # 6981

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-26- 2014

SOLD TO:

(Mr.) Mrs. Miss Christopher Robinson

ADDRESS 1109 Cherry St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 70 Section No. 23 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., 12-01- 20 14

SOLD TO:

Mr.. Mrs. Miss Jerry Eugene and Susan Lee Smith

ADDRESS 149 Timberton Drive, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

~~1/2~~ NW 1/4 Lot No. 73 Section No. 37 in Highland Cemetery

Number of grave spaces 2 @ Price per grave space $ 175.00

Price Received $ 350.00

ck # 6296

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnes

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-03- 20 14

SOLD TO:

Mr.. Mrs. Miss LaRhonda Thomas

ADDRESS 6 Mill Creek DR, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 31 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnes

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-03 20 14

SOLD TO:

Mr. Mrs. Miss Joseph Hollingsworth

ADDRESS 728 North Hill DR. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 89 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 Burnes

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-09- 20 14

SOLD TO:

Mr.. Mrs. Miss Jannie L Holloway

ADDRESS 703 Eufala St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 62 Section No. 34 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

C/O
Dorothy Moss
109 Longwood Terrace
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-03- 20 14

SOLD TO:

Mr.. Mrs. Miss Fannie Lee Anderson

ADDRESS 109 Longwood Terrace, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 46 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck # 166427 $ 305.00
Cash $ 20.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-15- 20 14

SOLD TO:

Mr.. Mrs. Miss Ben Allen Chisolm

ADDRESS 106 David Circle, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 71 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-15- 20 14

SOLD TO:

Mr.. Mrs. Miss James Holloway

ADDRESS 703 Eufala st. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 62 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 7022 (A + A Memorial)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

Mail to:
Lakisha Lee
3205 Moye Ave.
Hattiesburg, MS. 39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-16- 20 14

SOLD TO:

Mr.. Mrs. Miss Charles Bender

ADDRESS 2804 Lakeview Rd, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 7 Section No. 36 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

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 Georgia Thompkins 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 84 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 6th day of January, 2015.

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 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 6th day of January, 2015.

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 Brayden Bolton, 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 #14

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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 6th day of January, 2015.

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 Myron Fortner 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 50 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 6th day of January, 2015.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert D. Huddleston 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 89 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 6th day of January, 2015.

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 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 6th day of January, 2015.

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 Elizabeth 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 Southeast Quarter(SE1/4)

Lot Number 89 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 6th day of January, 2015.

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 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 6th day of January, 2015.

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 Christopher Robinson 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 70 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 6th day of January, 2015.

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 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 6th day of January, 2015.

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 ,Jerry Eugene and Susan Lee Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 73 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 6th day of January , 2015.

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 ,Jerry Eugene and Susan Lee Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 73 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

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 6th day of January , 2015.

My Commission Expires:

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_____
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 LaRhonda Thomas 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 31 Section Number:28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 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 6th day of January, 2015.

My Commission Expires: NOTARY PUBLIC

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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 Joseph Hollingsworth 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 89 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 6th day of January, 2015.

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 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 6th day of January, 2015.

My Commission Expires: NOTARY PUBLIC

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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 Jannie L. Holloway subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southeast Quarter(SE1/4)

Lot Number62 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 6th day of January, 2015.

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 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 6th day of January, 2015.

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 Fannie Lee 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 Southwest Quarter(SW1/4)

Lot Number 46 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 6th day of January, 2015.

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 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 6th day of January, 2015.

My Commission Expires: NOTARY PUBLIC

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STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ben Allen Chisolm , 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
Southwest Quarter (SW¼)

Lot Number : 71 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

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 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 6th day of January, 2015.

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 James Holloway. 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:62 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 6th day of January, 2015.

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 6th day of January, 2015.

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 Charles Bender. 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:7 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 6th day of January, 2015.

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 6th day of January, 2015.

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 Georgia Thompkins 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 84 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits D.C. Johnny L DuPree

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 6th day of January, 2015.

My Commission Expires: _____ NOTARY PUBLIC

STATE OF MISSISSIPPI KERMIT EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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 Brayden Bolton, 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 #14

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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 6th day of January, 2015.

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Myron Fortner 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 50 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

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 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 6th day of January, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert D. Huddleston 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 89 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

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 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 6th day of January, 2015.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87854 Commission Expires 08/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Elizabeth 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 Southeast Quarter(SE1/4)

Lot Number 89 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny P 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 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 6th day of January, 2015.

My Commission Expires:

STATE OF MISSISSIPPI
SHERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Christopher Robinson 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 70 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

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 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 6th day of January, 2015.

My Commission Expires: _____

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto ,Jerry Eugene and Susan Lee Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 73 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

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 6th day of January , 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERWIN EATON ID NO. 87654 Commission Expires 09/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto ,Jerry Eugene and Susan Lee Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 73 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny 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 6th day of January, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS E. TATUM ID NO. 87656 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto LaRhonda Thomas 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 31 Section Number:28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
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 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 6th day of January, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI KERRIE LAYNE ID NO. 87684 Commission Expires 02/12/2015 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joseph Hollingsworth 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 89 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

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 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 6th day of January, 2015.

My Commission Expires: _____

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87684 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jannie L. Holloway subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southeast Quarter(SE1/4)

Lot Number62 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
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 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 6th day of January, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Fannie Lee 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 Southwest Quarter(SW1/4)

Lot Number 46 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny P 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 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 6th day of January, 2015.

My Commission Expires: _____

STATE OF MISSISSIPPI KERMIT EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ben Allen Chisolm , 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
Southwest Quarter (SW¼)

Lot Number : 71 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
CITY CLERK
(SEAL)

Johnny L DuPree
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 6th day of January, 2015.

My Commission Expires:

STATE OF MISSISSIPPI
FERMAS EATON
ID NO. 97664
Commission Expires
02/12/2015
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto James Holloway. 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:62 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
DEPUTY CITY CLERK

Johnny L DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 6th day of January, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87364 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles Bender. 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:7 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 6th day of January, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Sharon Waits
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 6th day of January, 2015.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

City of Hattiesburg, MS

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

Master

File Number: 2014-1593

File ID:	2014-1593	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/22/2014
Brief Title:	HOME Program Payments			**Final Action:**	
				Minute Book Number:	MB2015-14

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:**	01/06/2015
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1593

Title

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

Summary

HOME 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 HOME Program claims

DATE: December 22, 2014

The following request for payment is being submitted for approval during the City Council's January 6, 2015 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	**Breakthrough Community Services**
Activity:	Rental Rehabilitation
Program:	HOME
Project Site:	1205 Country Club Rd
Amount Requested:	**$10,000.00**
Purpose of Request:	Draw 6
Work Provided by:	Hollimon Construction

"Breaking the Shackles of Poverty through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	1205 Country Club Rd	06	Deember 17, 2014

Quantity	Description	Unit Price	Total
1	Flooring installed throughout house, light fixtures & doors, baseboardm and casing for windows installed.	1	10,000
			$10,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

12-19-14A10:18 RCVD

Hollimon Construction

INVOICE

145 Hinton Drive, Hattiesburg, MS 39401
Phone 601-270-3164

INVOICE #6
DATE: 12/17/2014

TO:
Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
Phone: (601) 582-3475

FOR: *RENTAL*
1205 Country Club Road
Hattiesburg, MS 39401

DESCRIPTION	AMOUNT
Repairs completed	
- Flooring installed throughout house, light fixtures installed, and doors installed, baseboard and casing for windows	10,000.00
Curtis Hollomon	
TOTAL	10,000

Make all checks payable to Hollimon Construction
Total due in 15 days.

THANK YOU FOR YOUR BUSINESS!

City of Hattiesburg, MS

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

Master

File Number: 2014-1592

File ID:	2014-1592	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	12/22/2014
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2015-14

Title:
Approve Claims Docket for the period ending December 31, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 14.12-31	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/06/2015					

Text of Legislative File 2014-1592

Title

Approve Claims Docket for the period ending December 31, 2014.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	129645	00148041	14002112	REPRS U#16716 POLICE	12/31/14	242100	2,495.00-
00001 AAMCO TRANS/AUTOMOTIVE S	129573	00147783	14002115	REPRS U#17804 POLICE	12/31/14	242100	124.99-
AAMCO TRANS/AUTOMOTIVE S							
Sum							2,619.99-
00001 ADVANCE AUTO PARTS	560443047914	00147178	14002072	SPARK PLUGS POLICE STOCK	12/31/14	242101	95.84-
ADVANCE AUTO PARTS							
Sum							95.84-
00001 ADVANCED CARPET CARE & R	13346	00148288	14001991	CLEAN CARPETS POLICE DEPT	12/31/14	242102	825.00-
ADVANCED CARPET CARE & R							
Sum							825.00-
00001 ADVANCED JANITORIAL SERV	20421 CITY H	00148534	14002214	SERVS 12/14 CITY HALL	12/31/14	242103	1,925.00-
00001 ADVANCED JANITORIAL SERV	20421 TRAFFI	00148534	14002215	SERVS 12/14 TRAFFIC OFFICE	12/31/14	242103	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	721	00148317	14002033	SIREN/LIGHT REPR U#18999	12/31/14	242104	85.00-
00001 AFFORDABLE EMERGENCY LIG	722	00148340	14002073	LIGHT BAR REPR U#17357 POLICE	12/31/14	242104	170.00-
AFFORDABLE EMERGENCY LIG							
Sum							255.00-
00001 AIRGAS USA LLC (NORDAN S	9034191078	00148048	14002017	OXYGEN/ACETYLENE CEMETERY	12/31/14	242106	47.07-
00001 AIRGAS USA LLC (NORDAN S	9923725604	00148376	14002074	CYLINDER RENT 11/14 VARI DEPT	12/31/14	242106	590.07-
AIRGAS USA LLC (NORDAN S							
Sum							637.14-
00001 ALLBRITTON CHAIN SAW & L	36288	00148218	14002016	SAW CHAINS FORESTRY	12/31/14	242107	98.55-
00001 ALLBRITTON CHAIN SAW & L	36322	00148139	14002083	MOWERS FOR CEMETERY	12/31/14	242107	15,838.40-
ALLBRITTON CHAIN SAW & L							
Sum							15,936.95-
00001 AMERICAN PUBLIC WORKS AS	MBRSHP FEE-M	00148454	14002159	NEW MBRSHP FEE-MCKINLEY	12/31/14	242108	87.00-
AMERICAN PUBLIC WORKS AS							
Sum							87.00-
00001 ANOINTED HANDS CLEANING	1120	00147849	14002217	REFINISH FLOORS TRAIN DEPOT	12/31/14	242109	1,633.00-
ANOINTED HANDS CLEANING							
Sum							1,633.00-
00001 APPLIED CONCEPTS INC	263243	00147665	14002221	HAND HELD RADAR TRAFFIC DIV	12/31/14	242110	2,625.00-
APPLIED CONCEPTS INC							
Sum							2,625.00-
00001 AREA DEVELOPMENT PARTNER	1243	00148576	14002244	MBRSHP 2014 ANNUAL MEETING	12/31/14	242112	200.00-
AREA DEVELOPMENT PARTNER							
Sum							200.00-

00001 AT&T	601M26940440	00020153	14002086	SERV 12/8-1/7/15 POLICE	12/31/14	242113	76.00-
00001 AT&T	601M26684200	00148441	14002106	INTERACT SOFTWARE INFO TECH	12/31/14	242113	6,151.00-
00001 AT&T	601M26491400	00148441	14002107	INTERACT SOFTWARE INFO TECH	12/31/14	242113	47.00-
AT&T							
Sum							6,274.00-
00001 AUTO ARMATURE SERVICE IN	18159	00148230	14001950	BATTERIES SCHOOL ZONE LIGHTS	12/31/14	242115	287.90-
00001 AUTO ARMATURE SERVICE IN	18101	00148203	14002006	STARTER U#16009 STREET	12/31/14	242115	289.95-
00001 AUTO ARMATURE SERVICE IN	18222	00148349	14002079	BATTERY U#18907 STREET	12/31/14	242115	124.95-
00001 AUTO ARMATURE SERVICE IN	17450	00147373	14002096	BATTERY U#15452 POLICE	12/31/14	242115	141.95-
00001 AUTO ARMATURE SERVICE IN	18121	00148365	14002122	REPR PTS VARI TRAFFIC UNITS	12/31/14	242115	425.85-
00001 AUTO ARMATURE SERVICE IN	18122	00148365	14002123	ALTERNATOR U#11302 STREET	12/31/14	242115	159.95-
00001 AUTO ARMATURE SERVICE IN	17896	00147873	14002142	BATTERIES U#15647 POLICE	12/31/14	242115	327.90-
00001 AUTO ARMATURE SERVICE IN	18061	00147966	14002143	BATTERY U#18762 POLICE	12/31/14	242115	157.95-
00001 AUTO ARMATURE SERVICE IN	17943	00148040	14002144	BATTERIES U#18326,18202,SHOP	12/31/14	242115	491.85-
00001 AUTO ARMATURE SERVICE IN	18234	00148466	14002155	BATTERY U#11356 STREET	12/31/14	242115	117.95-
AUTO ARMATURE SERVICE IN							
Sum							2,526.20-
00001 AUTO ZONE	0139160706	00148364	14002252	BATTERY CHARGER P/F ACADEMY	12/31/14	242116	112.79-
AUTO ZONE							
Sum							112.79-
00001 B & B TRAILER SALES	12853	00147522	14001977	UTILITY TRAILER AIRPORT	12/31/14	242117	4,500.00-
B & B TRAILER SALES							
Sum							4,500.00-
00001 B & F TACTICAL STORE	398	00147737	14002068	L/S SHIRTS MILLER/HERRIN/STK	12/31/14	242118	288.00-
00001 B & F TACTICAL STORE	397A	00147813	14002069	L/S SHIRTS JAMES HARVEY	12/31/14	242118	93.00-
00001 B & F TACTICAL STORE	397B	00147814	14002070	SEW SHIRT PATCHES HARVEY	12/31/14	242118	15.00-
00001 B & F TACTICAL STORE	399	00148103	14002094	UNIFORMS HARRIS POLICE	12/31/14	242118	108.00-
00001 B & F TACTICAL STORE	400	00148145	14002095	L/S SHIRTS HOLMAN POLICE	12/31/14	242118	108.00-
00001 B & F TACTICAL STORE	396A	00147793	14002190	L/S SHIRTS REED POLICE	12/31/14	242118	93.00-
00001 B & F TACTICAL STORE	396B	00147803	14002191	ADDL AMT DUE PO#147793	12/31/14	242118	15.00-
B & F TACTICAL STORE							
Sum							720.00-
00001 BIG IRON DIESEL REPAIR L	SO2062	00148108	14002053	REPRS U#17722 SANIT	12/31/14	242123	332.56-
00001 BIG IRON DIESEL REPAIR L	SO2061	00148113	14002054	REPRS U#16081 SANIT	12/31/14	242123	320.00-
BIG IRON DIESEL REPAIR L							
Sum							652.56-
00001 BLOSSMAN GAS INC	PO#148245 12	00148245	14002042	PROPANE FOR ASPHALT TRUCK	12/31/14	242124	75.00-
BLOSSMAN GAS INC							
Sum							75.00-
00001 BODY TECH INC	4750-C	00147748	14001990	WRECK REPR U#17382 POLICE	12/31/14	242125	3,006.62-
00001 BODY TECH INC	11154	00148342	14002034	TOWING U#18328 POLICE	12/31/14	242125	60.00-
00001 BODY TECH INC	11161	00148456	14002153	TOWING U#11428 TRAFFIC	12/31/14	242125	140.00-
BODY TECH INC							
Sum							3,206.62-

00001	BRACKMAN MOWER WAREHOUSE	0136062	00147285	14002125	MOWER AIR FILTERS ST STOCK	12/31/14	242127	209.44-
BRACKMAN MOWER WAREHOUSE								
Sum								209.44-
00001	BRIDGE & WATSON INC	VOTING RIGHT	00148519	14002218	SERVS VOTING RIGHT LIT	12/31/14	242129	1,992.75-
BRIDGE & WATSON INC								
Sum								1,992.75-
00001	CAMPER CITY OF HATTIESBU	32142	00148285	14002014	TIRES U#7366 CEM TRAILER	12/31/14	242133	495.00-
CAMPER CITY OF HATTIESBU								
Sum								495.00-
00001	CANON FINANCIAL SERVICES	14448901	00148571	14002247	COPIER 12/14 PURCHASING	12/31/14	242134	115.00-
CANON FINANCIAL SERVICES								
Sum								115.00-
00001	CANON SOLUTIONS AMERICA	863039	00148408	14002089	COPIER MAINT PURCHASING	12/31/14	242135	31.06-
CANON SOLUTIONS AMERICA								
Sum								31.06-
00001	CARQUEST AUTO PARTS STOR	14758-39864	00148148	14001964	REPR PTS STREET/SANIT STOCK	12/31/14	242137	128.92-
00001	CARQUEST AUTO PARTS STOR	14758-40041	00148226	14002015	REPR PTS U#11995 CEMETERY	12/31/14	242137	32.49-
00001	CARQUEST AUTO PARTS STOR	14758-39966	00148204	14002043	REPR PTS U#16009 STREET	12/31/14	242137	32.75-
00001	CARQUEST AUTO PARTS STOR	14758-39964	00148204	14002044	REPR PTS U#16009 STREET	12/31/14	242137	83.40-
00001	CARQUEST AUTO PARTS STOR	14758-40206	00148276	14002080	REPR PTS U#13982 SWEEPER	12/31/14	242137	97.51-
00001	CARQUEST AUTO PARTS STOR	14758-40188	00148224	14002082	RADIATOR U#14690 CEMETERY	12/31/14	242137	182.58-
00001	CARQUEST AUTO PARTS STOR	14758-39731	00148085	14002119	REPRS U#15449 DAWSON LDC	12/31/14	242137	131.58-
00001	CARQUEST AUTO PARTS STOR	14758-40536	00148468	14002156	REPR PTS U#14677 SANIT	12/31/14	242137	129.00-
00001	CARQUEST AUTO PARTS STOR	14758-40534	00148468	14002157	REPR PTS U#8258 STREET	12/31/14	242137	94.84-
00001	CARQUEST AUTO PARTS STOR	14758-40533	00148351	14002164	REPR PTS U#11970/STOCK CONSTR	12/31/14	242137	12.78-
00001	CARQUEST AUTO PARTS STOR	14758-40535	00148351	14002165	REPR PTS U#17726 SANIT	12/31/14	242137	94.43-
00001	CARQUEST AUTO PARTS STOR	14758-40537	00148351	14002166	REPR PTS U#13982/STOCK SANIT	12/31/14	242137	370.15-
00001	CARQUEST AUTO PARTS STOR	14758-40538	00148351	14002167	REPR PTS SHOP STOCK	12/31/14	242137	15.60-
00001	CARQUEST AUTO PARTS STOR	14758-40368	00148400	14002204	REPR PTS/SUPP CEMETERY STOCK	12/31/14	242137	73.35-
CARQUEST AUTO PARTS STOR								
Sum								1,479.38-
00001	CERTIFIED LABORATORIES	1739539	00148116	14001986	MOTOR OIL POLICE UNITS	12/31/14	242138	2,414.50-
00001	CERTIFIED LABORATORIES	1731894	00147817	14002012	CHEMICALS FOR SHOP DIVISION	12/31/14	242138	977.35-
CERTIFIED LABORATORIES								
Sum								3,391.85-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02015173	14002138	TRF 2ND 12/14 PAYROLL	12/22/14	19418	1,071,443.22-
CITY OF HATTIESBURG FUND								
Sum								1,071,443.22-
00001	COMMERCIAL STATIONERY CO	367574-0 & 3	00148306	14002250	OFFICE SUPP P/F ACADEMY	12/31/14	242144	713.99-
00001	COMMERCIAL STATIONERY CO	367639-0	00148336	14002251	OFFICE SUPP P/F ACADEMY	12/31/14	242144	37.47-
COMMERCIAL STATIONERY CO								
Sum								751.46-
00001	COMSOUTH	176811	00147683	14002225	INSTALL BASE RADIO ALL 8 FIRE	12/31/14	242145	14,997.90-
COMSOUTH								
Sum								14,997.90-

00001 COURT PROGRAMS INC	#3	00148402	14002087	ANKLE MONITORS 11/14 CHARGES	12/31/14	242146	4,280.00-
COURT PROGRAMS INC							
Sum							4,280.00-
00001 COURTESY MOTORS INC	426444	00148467	14002152	REPR PTS U#11428 TRAFFIC	12/31/14	242147	291.05-
00001 COURTESY MOTORS INC	423600	00145893	14002242	BAL STMT	12/31/14	242147	75.79-
00001 COURTESY MOTORS INC	426597	00145893	14002243	BAL STMT	12/31/14	242147	75.79
COURTESY MOTORS INC							
Sum							291.05-
00001 CUMMINS MID SOUTH LLC	003-59080	00148325	14002147	REPRS ENGINE #3 FIRE DEPT	12/31/14	242148	100.00-
CUMMINS MID SOUTH LLC							
Sum							100.00-
00001 DOSSETT PONTIAC CADILLAC	GCCS142236	00148394	14002088	OIL CHANGE MAYOR'S VEHICLE	12/31/14	242152	45.82-
DOSSETT PONTIAC CADILLAC							
Sum							45.82-
00001 DUNAGIN PEST CONTROL(PRE	5211251 OCT	00148181	14002170	PEST CTRL 10/14-9/15 C HALL	12/31/14	242154	345.00-
00001 DUNAGIN PEST CONTROL(PRE	5211255 OCT1	00148512	14002171	SENTRICON 10/14-9/15 T DEPOT	12/31/14	242154	895.00-
00001 DUNAGIN PEST CONTROL(PRE	5211268 OCT1	00148101	14002172	SENTRICON 10/14-9/15 #4 FIRE	12/31/14	242154	240.20-
00001 DUNAGIN PEST CONTROL(PRE	5211259 OCT1	00148240	14002173	SENTRICON 10/14-9/15 ENGR	12/31/14	242154	345.00-
00001 DUNAGIN PEST CONTROL(PRE	5220477 OCT1	00148187	14002174	SENTRICON 10/14-9/15 AIRPORT	12/31/14	242154	239.00-
00001 DUNAGIN PEST CONTROL(PRE	5211280 10/1	00148578	14002207	SENTRICON 12/14-9/15 ACADEMY	12/31/14	242154	375.00-
DUNAGIN PEST CONTROL(PRE							
Sum							2,439.20-
00001 EATON, KERMAS	PETTY CASH 1	00148501	14002209	PETTY CASH VARI DEPTS	12/31/14	242158	174.45-
00001 EATON, KERMAS	PETTY CASH 1	00148499	14002210	PETTY CASH VARI DEPTS	12/31/14	242159	187.05-
00001 EATON, KERMAS	PETTY CASH 1	00148504	14002211	PETTY CASH VARI DEPTS	12/31/14	242160	23.91-
EATON, KERMAS							
Sum							385.41-
00001 ECONOMY SUPPLY CO	224304	00148002	14002007	BLDG MATLS 4TH ST MED CLINIC	12/31/14	242161	164.90-
00001 ECONOMY SUPPLY CO	224184	00148104	14002010	BLDG MATLS SANIT DEPT	12/31/14	242161	430.58-
00001 ECONOMY SUPPLY CO	07278	00148104	14002019	CREDIT	12/31/14	242161	89.95
00001 ECONOMY SUPPLY CO	224388	00148273	14002229	PLYWOOD TEMP DITCH BRIDGE	12/31/14	242161	67.00-
ECONOMY SUPPLY CO							
Sum							572.53-
00001 ELKINS WHOLESALE INC	228733-00	00148314	14002216	JANIT SUPP TRAIN DEPOT	12/31/14	242163	130.87-
ELKINS WHOLESALE INC							
Sum							130.87-
00001 EMERGENCY EQUIPMENT PROF	412730	00147629	14001999	FIREFIGHTING HELMETS	12/31/14	242164	3,147.04-
00001 EMERGENCY EQUIPMENT PROF	412588	00147498	14002000	REPR PTS U#13933 FIRE DEPT	12/31/14	242164	1,535.18-
00001 EMERGENCY EQUIPMENT PROF	412597	00147663	14002001	REPR PTS U#13933 FIRE DEPT	12/31/14	242164	214.04-
00001 EMERGENCY EQUIPMENT PROF	411221	00144411	14002223	REPR PTS U#11353 FIRE DEPT	12/31/14	242164	100.00-
00001 EMERGENCY EQUIPMENT PROF	411222	00144411	14002224	REPR PTS U#11353 FIRE DEPT	12/31/14	242164	295.00-
EMERGENCY EQUIPMENT PROF							
Sum							5,291.26-
00001 EMPIRE TRUCK SALES (H'BU	CE106093892:	00148369	14002126	REPR PTS U#19755 STREET	12/31/14	242165	121.34-
EMPIRE TRUCK SALES (H'BU							
Sum							121.34-

00001 EQUIFAX INFORMATION SERV	8871802	00148496	14002193	INVESTIGATIONS POLICE DEPT	12/31/14	242168	10.62-
EQUIFAX INFORMATION SERV							
Sum							10.62-
00001 EQUIPMENT INC	164001252	00148430	14002158	REPR PTS U#14618 STREET	12/31/14	242169	192.28-
EQUIPMENT INC							
Sum							192.28-
00001 EVS MID-SOUTH	114792	00148194	14002002	REPR FIRE DEPT SCBA'S/EQUIP	12/31/14	242170	6,844.84-
00001 EVS MID-SOUTH	114793	00148194	14002003	REPR FIRE DEPT SCBA'S/EQUIP	12/31/14	242170	5,900.00-
00001 EVS MID-SOUTH	114794	00148194	14002004	REPR FIRE DEPT SCBA'S/EQUIP	12/31/14	242170	2,334.18-
EVS MID-SOUTH							
Sum							15,079.02-
00001 EXPRESS PRESS	26538	00147419	14001987	DUI SPORT SHIRTS JARVIS	12/31/14	242171	205.00-
00001 EXPRESS PRESS	26539	00147510	14001988	NET SHIRTS HOADLEY	12/31/14	242171	205.00-
00001 EXPRESS PRESS	26474	00147591	14001989	SPEC OPS SHIRTS FONTAINE	12/31/14	242171	109.50-
00001 EXPRESS PRESS	26589	00147804	14002109	L/S SPORT SHIRTS STOCK	12/31/14	242171	350.00-
EXPRESS PRESS							
Sum							869.50-
00001 FARRELL-CALHOUN	9619	00148432	14002168	BLDG MATLS SANIT BLDG	12/31/14	242174	50.00-
FARRELL-CALHOUN							
Sum							50.00-
00001 FASTENAL COMPANY	MSHAT177270	00148310	14002100	MAINT SUPP CONSTR DEPT	12/31/14	242175	125.00-
00001 FASTENAL COMPANY	MSHAT177358	00148439	14002154	MATLS BUS STOP HWY 42 MS POWR	12/31/14	242175	109.85-
00001 FASTENAL COMPANY	MSHAT177448	00148477	14002236	ANCHOR SHACKLES CONSTR DEPT	12/31/14	242175	149.91-
FASTENAL COMPANY							
Sum							384.76-
00001 FEDERAL EXPRESS	2-857-50033	00148407	14002090	SERVS 11/17/14 URBAN DEV	12/31/14	242176	28.85-
00001 FEDERAL EXPRESS	2-864-49673	00148407	14002091	SERVS 11/24/14 URBAN DEV	12/31/14	242176	28.85-
FEDERAL EXPRESS							
Sum							57.70-
00001 FORREST CTY CHANCERY COU	RECORDING FE	00148290	14001949	RECORDING FEES LAND CODE	12/31/14	242177	157.00-
FORREST CTY CHANCERY COU							
Sum							157.00-
00001 G & K SERVICES	1035557433	00148233	14001951	UNIFORMS 12/09 TRAFFIC	12/31/14	242184	31.81-
00001 G & K SERVICES	1035557447	00148233	14001952	UNIFORMS 12/09 STREET	12/31/14	242184	63.27-
00001 G & K SERVICES	1035557451	00148233	14001953	UNIFORMS 12/09 SHOP	12/31/14	242184	75.02-
00001 G & K SERVICES	1035557446	00148233	14001954	UNIFORMS 12/09 DRAINAGE	12/31/14	242184	24.80-
00001 G & K SERVICES	1035557434	00148233	14001955	UNIFORMS 12/09 CONSTR	12/31/14	242184	55.81-
00001 G & K SERVICES	1035557449	00148233	14001956	UNIFORMS 12/09 SANIT	12/31/14	242184	137.97-
00001 G & K SERVICES	1035557450	00148233	14001957	UNIFORMS 12/09 ST CLEAN	12/31/14	242184	219.33-
00001 G & K SERVICES	1035557448	00148233	14001958	UNIFORMS 12/09 HEALTH	12/31/14	242184	28.73-
00001 G & K SERVICES	1035557455	00148233	14001959	UNIFORMS 12/09 AIRPORT	12/31/14	242184	8.00-
00001 G & K SERVICES	1035557435	00148236	14001960	MOP/MAT 12/09 TRAFFIC	12/31/14	242184	6.40-
00001 G & K SERVICES	1035557452	00148236	14001961	MOP/MAT 12/09 GO&FS	12/31/14	242184	16.65-
00001 G & K SERVICES	1035557453	00148236	14001962	MOP/MAT 12/09 SHOP	12/31/14	242184	21.80-
00001 G & K SERVICES	1035557454	00148236	14001963	MOP/MAT 12/09 AIRPORT	12/31/14	242184	4.70-
00001 G & K SERVICES	1035559636	00148536	14002260	MATS 12/16 TRAFFIC	12/31/14	242184	6.40-
00001 G & K SERVICES	1035559654	00148536	14002261	MATS 12/16 CITY BARN	12/31/14	242184	21.80-
00001 G & K SERVICES	1035559651	00148536	14002262	MATS 12/16 SANIT	12/31/14	242184	1.70-

00001 G & K SERVICES	1035559653	00148536	14002263	MATS 12/16 SANIT	12/31/14	242184	16.65-
00001 G & K SERVICES	1035559655	00148536	14002264	MATS 12/16 AIRPORT	12/31/14	242184	4.70-
00001 G & K SERVICES	1035559634	00148537	14002265	UNIFORMS 12/16 TRAFFIC	12/31/14	242184	31.81-
00001 G & K SERVICES	1035559648	00148537	14002266	UNIFORMS 12/16 STREET	12/31/14	242184	69.89-
00001 G & K SERVICES	1035559651	00148537	14002267	UNIFORMSF 12/16 STREET	12/31/14	242184	136.83-
00001 G & K SERVICES	1035559652	00148537	14002268	UNIFORMS 12/16 SHOP	12/31/14	242184	48.54-
00001 G & K SERVICES	1035559647	00148537	14002269	UNIFORMSF 12/16 DRAINAGE	12/31/14	242184	18.18-
00001 G & K SERVICES	1035559635	00148537	14002270	UNIFORMSF 12/16 CONSTR	12/31/14	242184	55.82-
00001 G & K SERVICES	1035559650	00148537	14002271	UNIFORMS 12/16 SANIT	12/31/14	242184	137.97-
00001 G & K SERVICES	1035559649	00148537	14002272	UNIFORMS 12/16 HEALTH	12/31/14	242184	28.73-
00001 G & K SERVICES	1035559656	00148537	14002273	UNIFORMS 12/16 AIRPORT	12/31/14	242184	180.10-
00001 G & K SERVICES	1035561845	00148538	14002274	MATS 12/22 TRAFFIC	12/31/14	242184	6.40-
00001 G & K SERVICES	1035561863	00148538	14002275	MATS 12/22 CITY BARN	12/31/14	242184	21.80-
00001 G & K SERVICES	1035561860	00148538	14002276	MATS 12/22 SANIT	12/31/14	242184	1.70-
00001 G & K SERVICES	1035561862	00148538	14002277	MATS 12/22 SANIT	12/31/14	242184	16.65-
00001 G & K SERVICES	1035561864	00148538	14002278	MATS 12/22 AIRPORT	12/31/14	242184	4.70-
00001 G & K SERVICES	1035561843	00148539	14002279	UNIFORMS 12/22 TRAFFIC	12/31/14	242184	31.81-
00001 G & K SERVICES	1035561857	00148539	14002280	UNIFORMS 12/22 STREET	12/31/14	242184	63.27-
00001 G & K SERVICES	1035561860	00148539	14002281	UNIFORMS 12/22 STREET	12/31/14	242184	110.35-
00001 G & K SERVICES	1035561861	00148539	14002282	UNIFORMS 12/22 SHOP	12/31/14	242184	48.54-
00001 G & K SERVICES	1035561856	00148539	14002283	UNIFORMS 12/22 DRAINAGE	12/31/14	242184	18.18-
00001 G & K SERVICES	1035561844	00148539	14002284	UNIFORMS 12/22 CONSTR	12/31/14	242184	55.82-
00001 G & K SERVICES	1035561859	00148539	14002285	UNIFORMS 12/22 SANIT	12/31/14	242184	137.97-
00001 G & K SERVICES	1035561858	00148539	14002286	UNIFORMS 12/22 HEALTH	12/31/14	242184	28.73-
00001 G & K SERVICES	1035561865	00148539	14002287	UNIFORMS 12/22 AIRPORT	12/31/14	242184	4.00-
G & K SERVICES							
Sum							2,003.33-
00001 GALL'S INC	002756919	00147560	14001943	UNIFORM SHOES T COOK POLICE	12/31/14	242185	66.94-
00001 GALL'S INC	002791185	00147996	14001995	EAR MUFFS RICHARDSON	12/31/14	242185	61.95-
GALL'S INC							
Sum							128.89-
00001 GANDER MOUNTAIN	315-003-604	00148060	14002259	UNFRM PANTS PARKING OFFICER	12/31/14	242186	49.99-
GANDER MOUNTAIN							
Sum							49.99-
00001 GARNER LUMLEY ELECTRIC S	507231	00147976	14002023	ELEC SUPP CITY HALL LIGHTS	12/31/14	242187	42.17-
00001 GARNER LUMLEY ELECTRIC S	507232	00147268	14002025	ELEC SUPP TRAIN DEPOT	12/31/14	242187	332.09-
GARNER LUMLEY ELECTRIC S							
Sum							374.26-
00001 GILKEY ELECTRIC SUPPLY C	261960	00147799	14002009	D/T LIGHTING BOX COVERS	12/31/14	242188	1,295.00-
00001 GILKEY ELECTRIC SUPPLY C	262383	00148189	14002049	ELEC SUPP NEW SANIT OFFICES	12/31/14	242188	273.02-
GILKEY ELECTRIC SUPPLY C							
Sum							1,568.02-
00001 GMC DISTRIBUTORS (FORMER	854298	00148298	14001946	DRINKING WATER POLICE DEPT	12/31/14	242190	314.90-
GMC DISTRIBUTORS (FORMER							
Sum							314.90-
00001 GNH, INC DBA WHICH WICH	PRIVILEGE TA	02015178	14002241	PRIVILEGE TAX REFUND	12/31/14	242191	2.40-
GNH, INC DBA WHICH WICH							
Sum							2.40-

00001	GULF COAST OFFICE PRODUC	1483627-1	00147382	14001979	OFFICE SUPP LAND CODE	12/31/14	242192	10.53-
00001	GULF COAST OFFICE PRODUC	1483671-0	00147395	14002117	OFFICE SUPP LAND CODE	12/31/14	242192	31.95-
00001	GULF COAST OFFICE PRODUC	1493578-0	00148371	14002132	OFFICE SUPP SANIT	12/31/14	242192	243.60-
GULF COAST OFFICE PRODUC								
Sum								286.08-
00001	H'BURG AMERICAN (AD/FIRE	H26970 48076	00147297	14001948	FIRE DEPT AD	12/31/14	242193	702.82-
H'BURG AMERICAN (AD/FIRE								
Sum								702.82-
00001	H'BURG HYDRAULICS INC	58238	00148073	14002205	REPRS U#18602 BUCKET TRUCK	12/31/14	242194	551.59-
H'BURG HYDRAULICS INC								
Sum								551.59-
00001	HANCOCK BANK TRUST & FIN	12/22/14 DUE	02015174	14002175	MDB 2001 BONDS 12/22/08	12/23/14	19419	2,131.89-
HANCOCK BANK TRUST & FIN								
Sum								2,131.89-
00001	HARBOR FREIGHT	0411883	00148261	14002194	TOOLS FOR ACADEMY	12/31/14	242196	307.80-
HARBOR FREIGHT								
Sum								307.80-
00001	HARVEY, ROBERT G	PETTY CASH 1	00148392	14002101	PETTY CASH CEMETERY	12/31/14	242197	178.90-
HARVEY, ROBERT G								
Sum								178.90-
00001	HILL, LEROY COFFEE CO IN	18559	00148374	14002063	COFFEE SERV M/ADM	12/31/14	242199	57.60-
HILL, LEROY COFFEE CO IN								
Sum								57.60-
00001	HOME DEPOT	6974924	00147494	14002181	MAINT SUPP POLICE DEPT	12/31/14	242200	75.22-
00001	HOME DEPOT	4970141	00148252	14002182	TOOLS FOR P/F ACADEMY	12/31/14	242200	136.37-
00001	HOME DEPOT	6974925	00147495	14002183	REPR MATLS ACDMY FIRING RANGE	12/31/14	242200	636.62-
00001	HOME DEPOT	1041520	00147725	14002184	REPR MATLS ACDMY FIRING RANGE	12/31/14	242200	35.82-
00001	HOME DEPOT	6041495	00147495	14002185	CREDIT	12/31/14	242200	23.58
HOME DEPOT								
Sum								860.45-
00001	HONDA SPORTS CENTER	7365	00148264	14002037	GENERATOR TRAFFIC EQUIP USE	12/31/14	242201	2,099.00-
HONDA SPORTS CENTER								
Sum								2,099.00-
00001	INDOFF INC	2553471	00147974	14001992	OFFICE SUPP P/F ACADEMY	12/31/14	242204	231.00-
00001	INDOFF INC	2554344	00148055	14001993	CLASSROOM SUPP P/F ACADEMY	12/31/14	242204	341.88-
00001	INDOFF INC	2553482	00147964	14001997	OFFICE SUPP FIRE DEPT	12/31/14	242204	206.32-
INDOFF INC								
Sum								779.20-
00001	INGRAM EQUIPMENT CO LLC	0022491-IN	00147978	14001969	REPR PTS U#17726 SANIT	12/31/14	242205	697.62-
00001	INGRAM EQUIPMENT CO LLC	0033390-IN	00147978	14001970	REPR PTS U#13982/STOCK	12/31/14	242205	1,845.41-
00001	INGRAM EQUIPMENT CO LLC	0033404-IN	00147978	14001971	REPR PTS U#13982 ST CLEAN	12/31/14	242205	1,264.46-
INGRAM EQUIPMENT CO LLC								
Sum								3,807.49-

00001 INNOVATIVE SERVICE SOLUT	20140141	00148168	14002254	AEDS SHOP/SANIT BLDGS	12/31/14	242206	3,513.00-
INNOVATIVE SERVICE SOLUT							
Sum							3,513.00-
00001 INTERIOR EXTERIOR BUILDI	4201399-00	00147877	14002111	CEILING TILE POLICE OFFICES	12/31/14	242207	279.04-
INTERIOR EXTERIOR BUILDI							
Sum							279.04-
00001 INTL CODE COUNCIL (BOOKS	INV0494141	00147393	14002118	2012 IRC STUDY COMPANION LDC	12/31/14	242208	155.00-
INTL CODE COUNCIL (BOOKS							
Sum							155.00-
00001 INTL MUNICIPAL SIGNAL AS	2015 DUES TH	00148331	14002040	2015 DUES THOMPSON	12/31/14	242209	75.00-
00001 INTL MUNICIPAL SIGNAL AS	2015 DUES-HU	00148331	14002041	2015 DUES HUTCHINSON	12/31/14	242209	75.00-
INTL MUNICIPAL SIGNAL AS							
Sum							150.00-
00001 IRBY, STUART C CO	S008689679.0	00148034	14002032	LIGHT BULBS POLICE DEPT	12/31/14	242210	183.60-
00001 IRBY, STUART C CO	S008686321.0	00147967	14002038	TRAFFIC SIGNAL DUCT SEAL	12/31/14	242210	44.25-
00001 IRBY, STUART C CO	S008672021.0	00147874	14002121	TRAFFIC SIGNAL LOOP WIRE	12/31/14	242210	1,200.00-
00001 IRBY, STUART C CO	S008688805.0	00148301	14002131	ELEC SUPP CONSTR STOCK	12/31/14	242210	80.99-
IRBY, STUART C CO							
Sum							1,508.84-
00001 J M H GRAPHICS	E 30009	00147652	14002196	SHIRTS CODE ENFORCEMENT DEPT	12/31/14	242211	482.50-
00001 J M H GRAPHICS	E 30121	00148154	14002255	EMBROIDER SHIRTS ANIMAL CNTRL	12/31/14	242211	96.00-
J M H GRAPHICS							
Sum							578.50-
00001 JET CONSTRUCTION	1989	00148016	14002013	TOPSOIL CEMETERY/FORESTRY	12/31/14	242215	3,250.00-
JET CONSTRUCTION							
Sum							3,250.00-
00001 JOHNNY'S WRECKER SERVICE	23229	00148170	14001974	TOWING U#17723 SANIT	12/31/14	242216	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							250.00-
00001 LANE, DENISE	PO#147926 12	00147926	14002022	FOOD NBRHD CHRISTMAS PARTY	12/31/14	242223	1,000.00-
LANE, DENISE							
Sum							1,000.00-
00001 LARREMORE, DARNELLE	TRAVEL REIMB	00148579	14002249	EXPNS MMCCA ED CONF JACKSON	12/31/14	242224	211.78-
LARREMORE, DARNELLE							
Sum							211.78-
00001 LAUREL MACHINE & FOUNDRY	483354	00147893	14002047	WELDING SUPP SHOP	12/31/14	242225	2,250.59-
LAUREL MACHINE & FOUNDRY							
Sum							2,250.59-
00001 LEAF FOUNDATION, THE	2014-15 PAGE	00148260	14001938	'14-15 MISS H'BURG PAGEANT AD	12/31/14	242226	100.00-
LEAF FOUNDATION, THE							
Sum							100.00-

00001 M B C - L E O	REG-DUPREE 1	00148575	14002245	REG-DUPREE CONF JACKSON	12/31/14	242230	100.00-
M B C - L E O							
Sum							100.00-
00001 MAULDIN COMPANY	31831	00148127	14001965	REPR PTS U#15776 STREET	12/31/14	242233	97.30-
00001 MAULDIN COMPANY	31832	00148062	14001972	REPR PTS U#15515 SANIT	12/31/14	242233	697.05-
00001 MAULDIN COMPANY	31794	00147990	14002081	FUEL CAP U#15514 SANIT	12/31/14	242233	66.81-
00001 MAULDIN COMPANY	31879	00148107	14002127	REPR PTS U#8249 TRACTOR	12/31/14	242233	632.16-
MAULDIN COMPANY							
Sum							1,493.32-
00001 MCELHANEY PLUMBING INC	230516	00148241	14002048	PLUMB SUPP CONSTR DEPT	12/31/14	242234	35.70-
00001 MCELHANEY PLUMBING INC	229533	00148332	14002150	PROPANE TORCH/BOTTLES	12/31/14	242234	65.08-
MCELHANEY PLUMBING INC							
Sum							100.78-
00001 MCMULLAN EQUIPMENT CO	157441	00148205	14002045	TRANS FLUID STREET DEPT	12/31/14	242236	76.56-
MCMULLAN EQUIPMENT CO							
Sum							76.56-
00001 MEDICAL ANALYSIS-GHV	10107	00148403	14002093	MANAGEMENT FEE EMP CLINIC	12/31/14	242237	36,683.90-
MEDICAL ANALYSIS-GHV							
Sum							36,683.90-
00001 MID SOUTH GLASS INC	0040965	00148072	14002008	WINDOW REPR EASTSIDE	12/31/14	242238	402.00-
MID SOUTH GLASS INC							
Sum							402.00-
00001 MID SOUTH UNIFORM & SUPP	523920	00147594	14002027	BOOTS/BDU STOCK POLICE	12/31/14	242239	646.50-
00001 MID SOUTH UNIFORM & SUPP	523919	00147662	14002028	BOOTS STOCK/LATERALS POLICE	12/31/14	242239	900.00-
00001 MID SOUTH UNIFORM & SUPP	523896	00147162	14002030	BODY ARMOR VARI POLICE	12/31/14	242239	8,761.00-
00001 MID SOUTH UNIFORM & SUPP	524307	00148265	14002110	UNIFORM TIES RECRUIT CLASS	12/31/14	242239	74.00-
MID SOUTH UNIFORM & SUPP							
Sum							10,381.50-
00001 MIKE'S TIRE & WHEEL CO	2178220	00148129	14001967	REPR PTS U#14956 ST/SANIT STK	12/31/14	242240	148.74-
00001 MIKE'S TIRE & WHEEL CO	2178316	00148302	14002059	TIRE U#7868 CEMETERY	12/31/14	242240	515.90-
MIKE'S TIRE & WHEEL CO							
Sum							664.64-
00001 MINGLEDORFF'S INC	5596698-00	00148144	14002114	A/C REPRS POLICE DEPT	12/31/14	242241	327.31-
MINGLEDORFF'S INC							
Sum							327.31-
00001 MISSISSIPPI AG COMPANY,	011305	00148032	14001996	FUEL PUMP U#19298 TRACTOR	12/31/14	242243	96.66-
MISSISSIPPI AG COMPANY,							
Sum							96.66-
00001 MOFFETT, STEPHANIE	PETTY CASH 1	00148282	14001968	PETTY CASH PUBLIC WORKS	12/31/14	242244	211.39-
MOFFETT, STEPHANIE							
Sum							211.39-
00001 MOLLY MAID	SERVS 11/14	00147843	14002103	SERVS 11/14 HILND CEM OFFICE	12/31/14	242245	245.00-
MOLLY MAID							
Sum							245.00-

00001 MONTGOMERY, JONATHON	TRAVEL REIMB	00148490	14002195	EXPNS HAZ MATLS TECH CLASSES	12/31/14	242246	58.42-
MONTGOMERY, JONATHON							
Sum							58.42-
00001 MS GRASS NURSERY	26326	00148433	14002228	GRASS SOD STREET DEPT	12/31/14	242249	900.00-
MS GRASS NURSERY							
Sum							900.00-
00001 MS MUNICIPAL WORKERS' CO	6059	00148372	14002062	2ND INSTLMNT FY 10/14-9/15	12/31/14	242251	258,174.00-
MS MUNICIPAL WORKERS' CO							
Sum							258,174.00-
00001 MS POWER COMPANY	12/14 GENEAL	00020156	14002238	MNTHLY ELEC-GENERAL	12/31/14	242252	111,706.68-
MS POWER COMPANY							
Sum							111,706.68-
00001 N & H ELECTRONIC DISTRIB	138584	00147609	14002005	TRAFFIC SIGNAL CAMERAS	12/31/14	242254	679.78-
N & H ELECTRONIC DISTRIB							
Sum							679.78-
00001 NAPA AUTO PARTS	519145	00148327	14002035	MAINT SUPP U#19835 FIRE DEPT	12/31/14	242255	52.39-
00001 NAPA AUTO PARTS	518941	00148231	14002097	REPR PTS VARI FIRE UNITS	12/31/14	242255	85.98-
00001 NAPA AUTO PARTS	519072	00148295	14002113	REPR PTS POLICE STOCK	12/31/14	242255	567.44-
00001 NAPA AUTO PARTS	516976	00147191	14002120	REPR PTS U#15449 DAWSON LDC	12/31/14	242255	51.43-
00001 NAPA AUTO PARTS	519340	00148329	14002148	REPR PTS U#15915 MIKELL LDC	12/31/14	242255	32.87-
00001 NAPA AUTO PARTS	519308	00148406	14002253	MAINT SUPP U#17838 FIRE DEPT	12/31/14	242255	38.37-
NAPA AUTO PARTS							
Sum							828.48-
00001 NATL ASSN OF TOWN WATCH	MS178 COLEMA	00148384	14002066	MBRSHP RNWL COLEMAN	12/31/14	242256	35.00-
NATL ASSN OF TOWN WATCH							
Sum							35.00-
00001 NAVIGATION ELECTRONICS I	REG-YAWN 12/	00148268	14001942	REG YAWN GPS TRNG DATA COLL	12/31/14	242257	750.00-
NAVIGATION ELECTRONICS I							
Sum							750.00-
00001 NEEL-SCHAFFER INC	1021455-99	00148546	14002230	SRVS 9/14 GENERAL CONSULTING	12/31/14	242258	975.26-
00001 NEEL-SCHAFFER INC	1021462	00148547	14002231	SRVS 9/14 ADA TRANSITION PLAN	12/31/14	242258	3,687.91-
00001 NEEL-SCHAFFER INC	1021465	00148549	14002232	SRVS 9/14 MS4 PRGM MGMT 2014	12/31/14	242258	9,963.39-
NEEL-SCHAFFER INC							
Sum							14,626.56-
00001 NEWELL PAPER COMPANY	829980	00148259	14002067	JANIT SUPP POLICE DEPT	12/31/14	242260	832.39-
00001 NEWELL PAPER COMPANY	829786	00148312	14002140	DEGREASER DEPOT PARKING LOT	12/31/14	242260	50.00-
00001 NEWELL PAPER COMPANY	830669	00148462	14002248	UMBRELLA WET BAGS GG INS	12/31/14	242260	123.83-
NEWELL PAPER COMPANY							
Sum							1,006.22-
00001 NORTH GATE MILITARY SURP	2681	00148207	14001994	NAME TAGS RECRUIT CLASS #32	12/31/14	242261	44.00-
NORTH GATE MILITARY SURP							
Sum							44.00-

00001 O'REILLY AUTO PARTS	0943-449360	00148378	14002186	BAL STMT	12/31/14	242263	460.32-
00001 O'REILLY AUTO PARTS	0943-459207	00148378	14002187	BAL STMT	12/31/14	242263	460.32
00001 O'REILLY AUTO PARTS	0943-459209	00148378	14002192	BRAKE REPR PTS POLICE STOCK	12/31/14	242263	460.32-
O'REILLY AUTO PARTS							
Sum							460.32-
00001 OFFICE DEPOT INC	744362824001	00147971	14001985	ID CARD LAMINATING POUCHES	12/31/14	242264	306.85-
00001 OFFICE DEPOT INC	744364542001	00148024	14001998	PRINTERS #1,#6 FIRE DEPTS	12/31/14	242264	272.90-
00001 OFFICE DEPOT INC	741214918001	00147634	14002222	PRINTER #1 FIRE STA	12/31/14	242264	94.99-
OFFICE DEPOT INC							
Sum							674.74-
00001 PATEL, JAYESH (REFUNDS)	MUNICIPAL CO	02015161	14002060	MUNICIPAL COURT REFUND	12/31/14	242265	281.75-
PATEL, JAYESH (REFUNDS)							
Sum							281.75-
00001 PEARL RIVER VALLEY EPA (	12/14 GENERA	00020156	14002240	MNTHLY 12/14 PUBLIC SERVICES	12/31/14	242266	1,312.82-
00001 PEARL RIVER VALLEY EPA (	12/14 GENERA	00020156	14002288	MNTHLY 12/14 PUBLIC SERVICES	12/31/14	242266	17.58-
PEARL RIVER VALLEY EPA (							
Sum							1,330.40-
00001 PENNEY, J C COMMERCIAL	P911900NB00Y	00147505	14001944	CLOTH ALLOW MCLAURIN POLICE	12/31/14	242267	119.96-
00001 PENNEY, J C COMMERCIAL	P911900NB00Y	00147526	14001945	CLOTH ALLOW KENNEDY POLICE	12/31/14	242267	77.96-
PENNEY, J C COMMERCIAL							
Sum							197.92-
00001 PINE BELT OIL COMPANY IN	1021722	00148126	14002061	GAS/DIESEL FUEL STA 12/12/14	12/31/14	242269	17,550.34-
00001 PINE BELT OIL COMPANY IN	1021729	00148333	14002139	GAS/DIESEL FUEL STA	12/31/14	242269	15,897.70-
PINE BELT OIL COMPANY IN							
Sum							33,448.04-
00001 PITNEY BOWES	881714	00148143	14002092	MAIL MACHINE SUPPLIES	12/31/14	242271	283.03-
PITNEY BOWES							
Sum							283.03-
00001 PITNEY BOWES INC-METER R	0988915-DC14	00148531	14002219	MAIL MACHINE LEASE CITY HALL	12/31/14	242272	1,566.00-
PITNEY BOWES INC-METER R							
Sum							1,566.00-
00001 QUALITY ELECTRIC COMPANY	4116	00148383	14002256	REPR PTS SANIT STOCK	12/31/14	242276	729.26-
QUALITY ELECTRIC COMPANY							
Sum							729.26-
00001 QUILL CORPORATION	8118257	00147672	14002197	2015 CALENDARS TRAFF/CONSTR	12/31/14	242277	92.87-
00001 QUILL CORPORATION	809409	00147672	14002206	CREDIT	12/31/14	242277	59.93
QUILL CORPORATION							
Sum							32.94-
00001 RED BUD SUPPLY INC	135029	00147924	14002227	RAIN JACKET TRAFFIC DEPT	12/31/14	242279	63.00-
RED BUD SUPPLY INC							
Sum							63.00-

00001 RICOH CORP	19071912	00148356	14002021	COPIER 12/15-1/14/15 HUMAN RE	12/31/14	242280	221.67-
00001 RICOH CORP	1051591216	00146924	14002104	SUBSCRIPT FOR WATER BILLS	12/31/14	242280	2,295.00-
RICOH CORP							
Sum							2,516.67-
00001 RJ YOUNG COMPANY	INV647353	00148533	14002213	COPIER 11/14-12/13/14 MUN CLK	12/31/14	242282	298.00-
RJ YOUNG COMPANY							
Sum							298.00-
00001 ROGERS, KEVIN & ASSOCIAT	TITLE OPINIO	00148559	14002226	TITLE OPINION LAND CODE	12/31/14	242285	250.00-
ROGERS, KEVIN & ASSOCIAT							
Sum							250.00-
00001 ROUNDTREE CHRYSLER DODGE	10338	00148348	14002198	2015 TRUCK U#20052 TRAFFIC	12/31/14	242286	24,854.00-
00001 ROUNDTREE CHRYSLER DODGE	10340	00148348	14002199	2015 TRUCK U#20053 STREET	12/31/14	242286	24,854.00-
00001 ROUNDTREE CHRYSLER DODGE	10337	00148348	14002200	2015 TRUCK U#20050 CONSTR	12/31/14	242286	24,854.00-
00001 ROUNDTREE CHRYSLER DODGE	10339	00148348	14002201	2015 TRUCK U#20051 AIRPORT	12/31/14	242286	24,854.00-
ROUNDTREE CHRYSLER DODGE							
Sum							99,416.00-
00001 RYAN MOTORS INC	203090	00148386	14002136	REPR PTS U#11995 CEMETERY	12/31/14	242287	300.70-
RYAN MOTORS INC							
Sum							300.70-
00001 SACKS OUTDOOR SUPPLY	18818	00148227	14002029	CLOTH ALLOW RUPLE POLICE	12/31/14	242289	45.99-
00001 SACKS OUTDOOR SUPPLY	18875	00148155	14002056	CAPS ANIMAL CONTROL OFFICERS	12/31/14	242289	215.40-
SACKS OUTDOOR SUPPLY							
Sum							261.39-
00001 SCOTTS HYDRAULIC SERVICE	20356	00148411	14002145	PUMP TEST EQUIP FIRE DEPT	12/31/14	242292	168.91-
00001 SCOTTS HYDRAULIC SERVICE	20401	00148507	14002257	REPRS U#17720 SANIT	12/31/14	242292	212.50-
SCOTTS HYDRAULIC SERVICE							
Sum							381.41-
00001 SERVICE ELECTRICAL SALES	PO#146724 11	00146724	14002031	INSTALL 911 SYSTEM BATTERIES	12/31/14	242293	3,126.40-
00001 SERVICE ELECTRICAL SALES	730531 FRT	00148362	14002071	FRT CHGS PO#146724	12/31/14	242293	146.16-
SERVICE ELECTRICAL SALES							
Sum							3,272.56-
00001 SHEMPER, MICHAEL J PLLC	SERVS 12/14	00148564	14002208	SERVS 12/14 MUN COURT	12/31/14	242294	189.63-
SHEMPER, MICHAEL J PLLC							
Sum							189.63-
00001 SHERRILL INC	INV-311652	00148263	14002135	RIGGING LINE CEMETERY	12/31/14	242295	462.51-
SHERRILL INC							
Sum							462.51-

00001 SHOWS DEARMAN & WAITS IN	18332	00148373	14002098	SRVS LINCOLN RD PROJECT	12/31/14	242297	1,265.00-
00001 SHOWS DEARMAN & WAITS IN	18304	00148459	14002160	GEN ENGR SERV 10/26-11/29	12/31/14	242297	5,952.50-
00001 SHOWS DEARMAN & WAITS IN	18303	00148478	14002161	EPA RESPONSE 10/29-11/29	12/31/14	242297	7,650.00-
00001 SHOWS DEARMAN & WAITS IN	18302	00148480	14002162	SRV 10/26-11/29 CURRY BLDG	12/31/14	242297	42.50-
00001 SHOWS DEARMAN & WAITS IN	18291	00148481	14002163	EPA RESPONSE 9/28-10/25	12/31/14	242297	7,050.00-
00001 SHOWS DEARMAN & WAITS IN	18205	00148550	14002233	SRV 8/23-9/27 GEN CONTRACT	12/31/14	242297	5,220.00-
00001 SHOWS DEARMAN & WAITS IN	18240	00148562	14002234	SRV 8/24-9/27 WHISPERING PINE	12/31/14	242297	1,530.00-
00001 SHOWS DEARMAN & WAITS IN	18212	00148560	14002235	SRV 8/24-9/27 TIMBERTON DIV	12/31/14	242297	1,282.50-
SHOWS DEARMAN & WAITS IN							
Sum							29,992.50-
00001 SOLAR SUPPLY INC	3462664	00147750	14002076	A/C FILTERS ALL FIRE STA	12/31/14	242299	497.10-
SOLAR SUPPLY INC							
Sum							497.10-
00001 SOUTH MS MARINE(FORMERLY	PO#148246 12	00148246	14002050	REPR PTS SANIT STOCK	12/31/14	242300	208.47-
SOUTH MS MARINE(FORMERLY							
Sum							208.47-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 11/4	02015164	14001980	POLICE FINES COLL.FEE	12/31/14	242301	369.05-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 10/1-	02015165	14001981	POLICE FINES COLL.FEE	12/31/14	242301	229.50-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 11/4-	02015171	14002084	POLICE FINES COLL.FEE	12/31/14	242301	89.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 11/1	02015172	14002085	POLICE FINES COLL.FEE	12/31/14	242301	1,438.59-
SOUTHERN FINANCIAL SYSTE							
Sum							2,126.14-
00001 SOUTHERN MS PINE STRAW	9435	00147891	14002024	PINE STRAW TRAIN DEPOT	12/31/14	242302	500.00-
SOUTHERN MS PINE STRAW							
Sum							500.00-
00001 SOUTHERN PINE ELECTRIC P	12/14 GENERA	00020156	14002239	MNTHLY 12/14 PUBLIC SERVICES	12/31/14	242303	48.07-
SOUTHERN PINE ELECTRIC P							
Sum							48.07-
00001 SOUTHERN PINES ANIMAL SH	1/15	00148296	14001976	HANDLING,HOUSING 1/15	12/31/14	242304	9,979.83-
SOUTHERN PINES ANIMAL SH							
Sum							9,979.83-
00001 SOUTHERN PIPE & SUPPLY C	8169582-00	00147587	14001940	AIR FILTER STOCK CITY HALL	12/31/14	242305	813.24-
00001 SOUTHERN PIPE & SUPPLY C	8169582-00 F	00148215	14001941	FRT CHGS PO#147587	12/31/14	242305	89.12-
00001 SOUTHERN PIPE & SUPPLY C	8229069-00	00148188	14002078	DRAINAGE FABRIC STREET DEPT	12/31/14	242305	1,078.00-
SOUTHERN PIPE & SUPPLY C							
Sum							1,980.36-
00001 SOUTHERN TIRE MART LLC	11095504	00148033	14002057	TIRES VARI CEMETERY UNITS	12/31/14	242306	2,218.40-
SOUTHERN TIRE MART LLC							
Sum							2,218.40-
00001 SPEEDY PRINTING & SIGNS	20202	00148087	14002051	LABELS FOR RECYCLE BINS	12/31/14	242307	979.68-
00001 SPEEDY PRINTING & SIGNS	20210	00148196	14002052	MAGNETIC RECYCLING SIGNS	12/31/14	242307	1,720.00-
00001 SPEEDY PRINTING & SIGNS	20213	00148228	14002146	FIRE CODE INSPECTION FORMS	12/31/14	242307	932.90-
SPEEDY PRINTING & SIGNS							
Sum							3,632.58-

00001 STANDARD OFFICE SUPPLY C	0049202-001	00148091	14001982	OFFICE SUPP CITY CLERK	12/31/14	242308	115.63-
00001 STANDARD OFFICE SUPPLY C	0049326-001	00147524	14001983	MISC TAX DEPT RECEIPTS	12/31/14	242308	718.50-
00001 STANDARD OFFICE SUPPLY C	0049066-001	00147933	14001984	OFFICE SUPP RISK MGMT	12/31/14	242308	190.97-
00001 STANDARD OFFICE SUPPLY C	0049066-001(	00147933	14002018	OFFICE SUPP RISK MGMT	12/31/14	242308	8.29-
00001 STANDARD OFFICE SUPPLY C	0049266-001	00148213	14002020	COPY PAPER PURCH/ACCTG	12/31/14	242308	199.95-
00001 STANDARD OFFICE SUPPLY C	0048985-001	00147841	14002026	OFFICE SUPP LIFE OF S MS	12/31/14	242308	376.60-
00001 STANDARD OFFICE SUPPLY C	0049375-001	00148291	14002064	CHRISTMAS CARD ENVELOPES	12/31/14	242308	157.00-
STANDARD OFFICE SUPPLY C							
Sum							1,766.94-
00001 STRIBLING EQUIPMENT CO L	CS006078138:	00148109	14001966	MIRROR STREET UNIT	12/31/14	242310	106.01-
00001 STRIBLING EQUIPMENT CO L	CS006078194:	00148272	14002046	WINDOW FOR LEASED BACKHOE	12/31/14	242310	269.49-
00001 STRIBLING EQUIPMENT CO L	BS006000233:	00148395	14002099	EXCAVATOR 11/26-12/23 STREET	12/31/14	242310	6,050.00-
STRIBLING EQUIPMENT CO L							
Sum							6,425.50-
00001 STRICK'S BAR-B-QUE	2973	00148326	14002075	FOOD FOR ASSESSORS 12/16/14	12/31/14	242311	106.89-
STRICK'S BAR-B-QUE							
Sum							106.89-
00001 SUNBELT FANS & LIGHTING	158498	00148284	14002189	FAN HUMAN RES OFFICE	12/31/14	242312	82.00-
SUNBELT FANS & LIGHTING							
Sum							82.00-
00001 TDA CONSULTING INC	13149	00148465	14002141	SRVS HOME PROGRAM UPDATE	12/31/14	242313	2,913.09-
TDA CONSULTING INC							
Sum							2,913.09-
00001 TEMPLE INC	INV0137230	00147969	14002039	TRAFFIC SIGNAL LOOP SEALANT	12/31/14	242315	11,520.00-
00001 TEMPLE INC	INV0137255	00147759	14002151	BATTERIES FOR PED SIGNALS	12/31/14	242315	448.00-
TEMPLE INC							
Sum							11,968.00-
00001 TRUCK SERVICE & EQUIPMEN	318741	00148064	14002077	REPRS U#6946 FIRE DEPT	12/31/14	242318	1,319.23-
00001 TRUCK SERVICE & EQUIPMEN	318473	00147842	14002116	REPR PTS U#13560 FIRE DEPT	12/31/14	242318	645.94-
00001 TRUCK SERVICE & EQUIPMEN	318743	00148366	14002169	REPR PTS U#17730 SANIT	12/31/14	242318	448.48-
TRUCK SERVICE & EQUIPMEN							
Sum							2,413.65-
00001 U S CONFERENCE OF MAYORS	REG-DUPREE 1	00148574	14002246	REG-DUPREE MEETING WASHINGTON	12/31/14	242319	825.00-
U S CONFERENCE OF MAYORS							
Sum							825.00-
00001 U S POSTAL SERVICE POSTA	PO#148427 12	00148427	14002133	MAIL RECYCLE NOTICES	12/31/14	242320	1,880.18-
U S POSTAL SERVICE POSTA							
Sum							1,880.18-
00001 UNDERWOOD OUTDOOR POWER,	49990	00148132	14002058	EQUIP BLADES/MIXING OIL CEM	12/31/14	242321	438.85-
UNDERWOOD OUTDOOR POWER,							
Sum							438.85-
00001 UNITED PARCEL SERVICE IN	00008E1Y1549	00148294	14001947	SHIP CHGS 11/8,12/2 POLICE	12/31/14	242322	32.12-
UNITED PARCEL SERVICE IN							
Sum							32.12-

00001 UNIVERSITY OF MISSISSIPP	REG-LAWRENCE	00148270	14001939	REG-LAWRENCE MMA JACKSON	12/31/14	242323	175.00-
UNIVERSITY OF MISSISSIPP							
Sum							175.00-
00001 UNIVERSITY TIRE & SERVIC	461989	00148363	14002124	TIRES U#9781 TRAFFIC	12/31/14	242325	126.81-
00001 UNIVERSITY TIRE & SERVIC	462074	00148361	14002128	TIRES U#15962 STREET	12/31/14	242325	641.40-
00001 UNIVERSITY TIRE & SERVIC	462075	00148361	14002129	TIRES U#16237 STREET	12/31/14	242325	641.40-
00001 UNIVERSITY TIRE & SERVIC	462270	00148471	14002220	TIRES POLICE STOCK	12/31/14	242325	2,864.60-
UNIVERSITY TIRE & SERVIC							
Sum							4,274.21-
00001 USM OFFICE OF RESEARCH A	36307-01	00148503	14002188	SRVS HEALTH ACCESS GRANT	12/31/14	242326	32,986.50-
USM OFFICE OF RESEARCH A							
Sum							32,986.50-
00001 USM/CONTRACTS & GRANTS A	3532401	00148566	14002212	SERVS YOUTH MASTER PLAN	12/31/14	242327	12,500.00-
USM/CONTRACTS & GRANTS A							
Sum							12,500.00-
00001 VERIZON WIRELESS	9736438050	00148442	14002105	WIRELESS SERV INFO TECH DEPT	12/31/14	242328	1,869.97-
VERIZON WIRELESS							
Sum							1,869.97-
00001 WAITS, SHARON	MILEAGE 12//	00148437	14002108	MILEAGE PERS MEETING JACKSON	12/31/14	242329	109.05-
WAITS, SHARON							
Sum							109.05-
00001 WAL-MART STORES INC	009475	00147972	14002176	CHRISTMAS TREE LIGHTING ITEMS	12/31/14	242330	137.27-
00001 WAL-MART STORES INC	008460	00147752	14002177	CHRISTMAS DECOR TRAIN DEPOT	12/31/14	242330	424.59-
00001 WAL-MART STORES INC	003814	00147763	14002178	UTENSILS #2 FIRE STA	12/31/14	242330	49.74-
00001 WAL-MART STORES INC	002655	00147579	14002179	SPACE HEATERS P/WORKS OFFICES	12/31/14	242330	134.94-
00001 WAL-MART STORES INC	007138	00147675	14002180	SPACE HEATERS/MIRROR PK GARAG	12/31/14	242330	123.69-
WAL-MART STORES INC							
Sum							870.23-
00001 WANSLEY'S MACHINE & DRIV	34999A	00147469	14002202	DIAG/REPR U#14405 SANIT	12/31/14	242331	3,500.00-
00001 WANSLEY'S MACHINE & DRIV	34999B	00148491	14002203	ADDL AMT DUE PO#147469	12/31/14	242331	3,384.27-
WANSLEY'S MACHINE & DRIV							
Sum							6,884.27-
00001 WARREN PAVING INC	811362	00146654	14002137	TURTLE CRK MALL STRIPING PLAN	12/31/14	242332	17,790.50-
WARREN PAVING INC							
Sum							17,790.50-
00001 WASTE PRO HATTIESBURG	0000519420	00148328	14002055	RECYCLE FEES SANIT	12/31/14	242333	6,121.37-
WASTE PRO HATTIESBURG							
Sum							6,121.37-

00001	WATERS INTERNATIONAL TRU	8-243420046	00148131	14001973	REPR PTS U#14406 SANIT	12/31/14	242334	176.24-
00001	WATERS INTERNATIONAL TRU	243450044	00148162	14001978	REPRS U#16010 CEMETERY	12/31/14	242334	730.55-
00001	WATERS INTERNATIONAL TRU	8-243450052	00148275	14002011	REPR PTS U#17723 SANIT	12/31/14	242334	35.31-
00001	WATERS INTERNATIONAL TRU	8-243500071	00148319	14002102	BRAKE PTS U#12891 CEMETERY	12/31/14	242334	115.50-
00001	WATERS INTERNATIONAL TRU	8-243490067	00148248	14002134	REPR PTS SANIT STOCK	12/31/14	242334	1,070.13-
00001	WATERS INTERNATIONAL TRU	8-243580004	00148540	14002258	REPR PTS U#17722 SANIT	12/31/14	242334	801.23-
WATERS INTERNATIONAL TRU								
Sum								2,928.96-
00001	WATTS BROTHERS TRACTOR C	01-604	00147957	14001975	REPR PTS VARI ST CLEAN UNITS	12/31/14	242335	2,461.02-
00001	WATTS BROTHERS TRACTOR C	01-1076	00148350	14002130	REPR PTS U#16722/STOCK STREET	12/31/14	242335	223.88-
WATTS BROTHERS TRACTOR C								
Sum								2,684.90-
00001	WILLMUT GAS & OIL COMPAN	12/14 GENERA	00020156	14002237	MNTHLY GAS-GENERAL	12/31/14	242338	2,141.21-
WILLMUT GAS & OIL COMPAN								
Sum								2,141.21-
00001	WRITEGUARD BUSINESS SYST	152323A	00147988	14002065	W2 FORMS HUMAN RES	12/31/14	242341	108.00-
WRITEGUARD BUSINESS SYST								
Sum								108.00-
Sum								1,957,462.18-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 AGRI-AFC LLC	5093696	00148388	14000439	BALLFIELD WINTER FERTILIZER	12/31/14	242105	2,666.00-
AGRI-AFC LLC							
Sum							2,666.00-
00002 ALLBRITTON CHAIN SAW & L	36340	00148367	14000441	REPR PTS U#18947	12/31/14	242107	50.27-
ALLBRITTON CHAIN SAW & L							
Sum							50.27-
00002 ANOINTED HANDS CLEANING	1133	00148339	14000468	CLEAN CARPET GRNDS OFFICE	12/31/14	242109	350.00-
ANOINTED HANDS CLEANING							
Sum							350.00-
00002 BENNETT'S LOCK & KEY SHO	63672	00148410	14000440	LOCKS/KEYS GRNDS MNT FACILITY	12/31/14	242121	339.50-
BENNETT'S LOCK & KEY SHO							
Sum							339.50-
00002 BETTS, SHERMAN	SPORTS SERVS	02015177	14000459	SPORTS SUPPORT SERVICES	12/31/14	242122	320.00-
BETTS, SHERMAN							
Sum							320.00-
00002 BODY TECH INC	11158	00148375	14000437	TOWING U#7383 TRUCK	12/31/14	242125	70.00-
BODY TECH INC							
Sum							70.00-
00002 BRADLEY, MARQUITA	SPORTS SERVS	02015177	14000460	SPORTS SUPPORT SERVICES	12/31/14	242128	320.00-
BRADLEY, MARQUITA							
Sum							320.00-
00002 BROWN, TIRON	SPORTS SERVS	02015177	14000461	SPORTS SUPPORT SERVICES	12/31/14	242130	248.00-
BROWN, TIRON							
Sum							248.00-
00002 CARQUEST AUTO PARTS STOR	14758-39561	00147975	14000424	REPR PTS U#9213 TRUCK	12/31/14	242137	47.67-
00002 CARQUEST AUTO PARTS STOR	14758-39681	00148057	14000425	RADIATOR U#9213	12/31/14	242137	156.01-
CARQUEST AUTO PARTS STOR							
Sum							203.68-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02015173	14000447	TRF 2ND 12/14 PAYROLL	12/22/14	310330	57,577.61-
CITY OF HATTIESBURG FUND							
Sum							57,577.61-
00002 COMSOUTH	176246	00147431	14000446	RADIO BATTERIES	12/31/14	242145	297.00-
COMSOUTH							
Sum							297.00-

00002	DUNAGIN PEST CONTROL(PRE	5211254 OCT1	00148368	14000450	SENTRICON 10/14-9/15 DAHMER	12/31/14	242154	225.00-
00002	DUNAGIN PEST CONTROL(PRE	5211272 OCT1	00148368	14000451	SENTRICON 10/14-9/15 GRNDS M	12/31/14	242154	295.00-
00002	DUNAGIN PEST CONTROL(PRE	5211286 OCT1	00148368	14000452	SENTRICON 10/14-9/15 TATUM S	12/31/14	242154	295.00-
DUNAGIN PEST CONTROL(PRE								
Sum								815.00-
00002	ELKINS WHOLESALE INC	227765-00 &	00147977	14000419	JANIT SUPP GRNDS MAINT	12/31/14	242163	555.56-
00002	ELKINS WHOLESALE INC	226819	00147712	14000444	JANIT SUPP GRNDS MAINT	12/31/14	242163	351.42-
ELKINS WHOLESALE INC								
Sum								906.98-
00002	G & K SERVICES	1035555214	00148569	14000471	UNIFORMS 12/02 GRNDS MAINT	12/31/14	242184	104.54-
00002	G & K SERVICES	1035557436	00148569	14000472	UNIFORMS 12/09 GRNDS MAINT	12/31/14	242184	104.54-
00002	G & K SERVICES	1035559637	00148569	14000473	UNIFORMS 12/16 GRNDS MAINT	12/31/14	242184	144.26-
00002	G & K SERVICES	1035561846	00148569	14000474	UNIFORMS 12/22 GRNDS MAINT	12/31/14	242184	104.54-
00002	G & K SERVICES	1035555155	00148569	14000475	MOP/MAT 12/02 GRNDS MAINT	12/31/14	242184	3.40-
00002	G & K SERVICES	1035557487	00148569	14000476	MOP/MAT 12/09 GRNDS MAINT	12/31/14	242184	3.40-
00002	G & K SERVICES	1035559638	00148569	14000477	MOP/MAT 12/16 GRNDS MAINT	12/31/14	242184	3.40-
00002	G & K SERVICES	1035561847	00148569	14000478	MOP/MAMT 12/22 GRNDS MAINT	12/31/14	242184	3.40-
G & K SERVICES								
Sum								471.48-
00002	GARNER LUMLEY ELECTRIC S	507472	00148223	14000467	ELEC SUPP JAYCEE PARK	12/31/14	242187	109.86-
GARNER LUMLEY ELECTRIC S								
Sum								109.86-
00002	HOSKINS, JORDAN E	SPORTS SERVS	02015177	14000462	SPORTS SUPPORT SERVICES	12/31/14	242202	312.00-
HOSKINS, JORDAN E								
Sum								312.00-
00002	IRBY, STUART C CO	S008670362.0	00147760	14000436	PLUG COVERS TOWN SQUARE PARK	12/31/14	242210	64.98-
IRBY, STUART C CO								
Sum								64.98-
00002	JACKSON, ROOSEVELT III	174124	00148337	14000457	PAINT INTERIOR TATUM SOFTBALL	12/31/14	242213	4,765.00-
JACKSON, ROOSEVELT III								
Sum								4,765.00-
00002	JONES, ANN	PETTY CASH 1	00148009	14000434	PETTY CASH GRNDS MAINT	12/31/14	242217	105.28-
00002	JONES, ANN	PETTY CASH 1	00148475	14000448	PETTY CASH GRNDS MAINT	12/31/14	242218	267.08-
JONES, ANN								
Sum								372.36-
00002	KIRKSEY, NANCY JONES	SPORTS SERVS	02015177	14000465	SPORTS SUPPORT SERVICES	12/31/14	242220	100.00-
KIRKSEY, NANCY JONES								
Sum								100.00-
00002	LANCASTER'S MACHINE & WE	22042	00147949	14000426	REPRS U#8647 TRUCK	12/31/14	242222	265.00-
00002	LANCASTER'S MACHINE & WE	22034	00148022	14000429	REPAIR BILLY GOAT FRAME	12/31/14	242222	108.00-
LANCASTER'S MACHINE & WE								
Sum								373.00-

00002 LIBERTY FLAG & SPECIALTY	20140051	00146549	14000422	RPLCMNT FLAGS CITY WIDE USE	12/31/14	242227	847.70-
LIBERTY FLAG & SPECIALTY							
Sum							847.70-
00002 LITTLE DOG CINEMA	1115	00147365	14000438	MOVIE YTH FTBALL BANQUET 2014	12/31/14	242228	350.00-
LITTLE DOG CINEMA							
Sum							350.00-
00002 M & B CONCESSIONS	17790	00147925	14000420	CHRISTMAS PARADE CANDY	12/31/14	242229	220.00-
M & B CONCESSIONS							
Sum							220.00-
00002 MACLAURIN, KIMBERLY	SPORTS SERVS	02015177	14000463	SPORTS SUPPORT SERVICES	12/31/14	242232	232.00-
MACLAURIN, KIMBERLY							
Sum							232.00-
00002 MAULDIN COMPANY	R31875	00148023	14000442	REPRS U#9905 TRACTOR	12/31/14	242233	1,365.18-
MAULDIN COMPANY							
Sum							1,365.18-
00002 MCELHANEY PLUMBING INC	229749	00147764	14000449	PLUMB SUPP TMBRTN SB CONCESSN	12/31/14	242234	46.90-
MCELHANEY PLUMBING INC							
Sum							46.90-
00002 MIKE'S TIRE & WHEEL CO	2178225	00148134	14000427	TIRE U#17050 TRAILER	12/31/14	242240	79.51-
00002 MIKE'S TIRE & WHEEL CO	2178254	00148222	14000428	TIRE U#15524 TRAILER	12/31/14	242240	79.51-
MIKE'S TIRE & WHEEL CO							
Sum							159.02-
00002 MINIT MART	121714 PO#14	00148315	14000455	REFRSHMNTS KHB MEETING	12/31/14	242242	122.01-
MINIT MART							
Sum							122.01-
00002 MOTT, ANDREW	SPORTS SERVS	02015177	14000464	SPORTS SUPPORT SERVICES	12/31/14	242248	210.00-
MOTT, ANDREW							
Sum							210.00-
00002 MS POWER COMPANY	12/14 PKS/RE	00020156	14000470	MNTHLY ELEC-PARKS & REC	12/31/14	242252	12,788.37-
MS POWER COMPANY							
Sum							12,788.37-
00002 MS PRISON INDUSTRIES COR	100103	00146767	14000431	TRASH RECEPTICLES CITY WIDE	12/31/14	242253	3,800.00-
MS PRISON INDUSTRIES COR							
Sum							3,800.00-
00002 S & S WORLDWIDE INC	8373652	00147650	14000458	SENIOR CENTER SUPP 2014	12/31/14	242288	117.27-
S & S WORLDWIDE INC							
Sum							117.27-
00002 SOLAR SUPPLY INC	3462362	00146989	14000432	CREDIT	12/31/14	242299	44.46
00002 SOLAR SUPPLY INC	3462670	00148035	14000435	A/C SUPP REF PO#146989	12/31/14	242299	117.41-
00002 SOLAR SUPPLY INC	PO#148358 12	00148358	14000456	AIR FILTERS TATUM FIELD	12/31/14	242299	68.48-
SOLAR SUPPLY INC							
Sum							141.43-

00002 STEPPING STONE, BRACKMAN	2596	00147848	14000445	FLAG STONE MEMORIAL ARMSTRONG	12/31/14	242309	167.50-
STEPPING STONE, BRACKMAN							
Sum							167.50-
00002 TREES & TRENDS	PO#148019 12	00148019	14000421	CHRISTMAS PARADE FLOAT DECOR	12/31/14	242317	105.75-
TREES & TRENDS							
Sum							105.75-
00002 UNDERWOOD OUTDOOR POWER,	49996	00148341	14000443	LEAF VACUUM	12/31/14	242321	1,050.00-
UNDERWOOD OUTDOOR POWER,							
Sum							1,050.00-
00002 UNIVERSITY OF WEST FLORI	1210	00147934	14000418	AF FOOTBALL REG 2014	12/31/14	242324	400.00-
UNIVERSITY OF WEST FLORI							
Sum							400.00-
00002 WAL-MART STORES INC	008560A	00147979	14000453	ITEMS SENIOR CNTR CHRISTMAS	12/31/14	242330	118.89-
00002 WAL-MART STORES INC	008560B	00147981	14000454	ITEMS SENIOR CNTR CHRISTMAS	12/31/14	242330	59.80-
WAL-MART STORES INC							
Sum							178.69-
00002 WATTS BROTHERS TRACTOR C	01-877	00148141	14000430	SEED SPREADER	12/31/14	242335	485.00-
WATTS BROTHERS TRACTOR C							
Sum							485.00-
00002 WHEELER, CURTIS	SPORTS SERVS	02015177	14000466	SPORTS SUPPORT SERVICES	12/31/14	242336	336.00-
WHEELER, CURTIS							
Sum							336.00-
00002 WILLMUT GAS & OIL COMPAN	12/14 PKS/RE	00020156	14000469	MNTHLY GAS-PARKS & REC	12/31/14	242338	463.52-
WILLMUT GAS & OIL COMPAN							
Sum							463.52-
00002 WRITEGUARD BUSINESS SYST	152323B	00147988	14000433	RECYCLING FORMS	12/31/14	242341	658.56-
WRITEGUARD BUSINESS SYST							
Sum							658.56-
Sum							94,977.62-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 ACCEPTANCE LOAN COMPANY	5994	00201552	14000151	GARNISHMENT	12/23/14	19451	323.94-
ACCEPTANCE LOAN COMPANY							
Sum							323.94-
00006 AUTOMATED COLLECTION SER	5257	00201552	14000148	GARNISHMENT	12/23/14	19448	151.26-
AUTOMATED COLLECTION SER							
Sum							151.26-
00006 BENEFIT PAYMENT CONTROL	4292,6247,28	00201552	14000141	GARNISHMENT	12/23/14	19441	681.75-
00006 BENEFIT PAYMENT CONTROL	8709	00201552	14000159	GARNISHMENT	12/23/14	19459	191.80-
BENEFIT PAYMENT CONTROL							
Sum							873.55-
00006 CHILD SUPPORT ENFORCEMEN	3871	00201549	14000134	CHILD SUPPORT	12/23/14	19434	200.00-
CHILD SUPPORT ENFORCEMEN							
Sum							200.00-
00006 CONVERGENCE RECEIVABLES,	0474	00201552	14000143	GARNISHMENT	12/23/14	19443	460.76-
CONVERGENCE RECEIVABLES,							
Sum							460.76-
00006 FAMILY SUPPORT PAYMENT C	9865	00201549	14000138	CHILD SUPPORT	12/23/14	19438	971.00-
FAMILY SUPPORT PAYMENT C							
Sum							971.00-
00006 FISHER BROTHERS (GARN)	9891	00201552	14000149	GARNISHMENT	12/23/14	19449	13.20-
FISHER BROTHERS (GARN)							
Sum							13.20-
00006 FORREST CTY CHANCERY COU	12/2014	00201550	14000130	CHILD SUPPORT	12/23/14	19430	934.00-
FORREST CTY CHANCERY COU							
Sum							934.00-
00006 GAYLE SMITH	4645	00201549	14000139	CHILD SUPPORT	12/23/14	19439	303.38-
GAYLE SMITH							
Sum							303.38-
00006 HENLEY, LOTTERHOS & HENL	9998,7601,58	00201552	14000140	GARNISHMENT	12/23/14	19440	1,082.65-
HENLEY, LOTTERHOS & HENL							
Sum							1,082.65-
00006 INTERNAL REVENUE SERVICE	2873	00201546	14000161	GARNISHMENT	12/23/14	19461	100.00-
INTERNAL REVENUE SERVICE							
Sum							100.00-

00006	INTERNAL REVENUE SERVICE	9998	00201546	14000160	GARNISHMENT	12/23/14	19460	50.00-
00006	INTERNAL REVENUE SERVICE	6062	00201530	14000162	GARNISHMENT	12/23/14	19462	50.00-
00006	INTERNAL REVENUE SERVICE	8908	00201552	14000163	GARNISHMENT	12/23/14	19463	50.00-
INTERNAL REVENUE SERVICE								
Sum								150.00-
00006	JOHN R REEVES PC (CHILD	6467	00201549	14000136	CHILD SUPPORT	12/23/14	19436	150.00-
JOHN R REEVES PC (CHILD								
Sum								150.00-
00006	JOHNSON, JOEL (GARN)	0597	00201552	14000152	GARNISHMENT	12/23/14	19452	149.40-
JOHNSON, JOEL (GARN)								
Sum								149.40-
00006	LAMAR CTY CHANCERY CLERK	0935	00201549	14000132	CHILD SUPPORT	12/23/14	19432	540.00-
LAMAR CTY CHANCERY CLERK								
Sum								540.00-
00006	MAGNOLIA CREDIT CORP (GA	9388	00201552	14000146	GARNISHMENT	12/23/14	19446	163.94-
MAGNOLIA CREDIT CORP (GA								
Sum								163.94-
00006	MENDELSON LAW FIRM (GARN	9865	00201552	14000155	GARNISHMENT	12/23/14	19455	154.06-
MENDELSON LAW FIRM (GARN								
Sum								154.06-
00006	NEBRASKA CHILD SUPPORT (	4840	00201549	14000137	CHILD SUPPORT	12/23/14	19437	250.00-
NEBRASKA CHILD SUPPORT (								
Sum								250.00-
00006	NYS CHILD SUPPORT PROCES	8886	00201549	14000135	CHILD SUPPORT	12/23/14	19435	964.00-
NYS CHILD SUPPORT PROCES								
Sum								964.00-
00006	PERFORMANT RECOVERY, INC	6026	00201552	14000150	GARNISHMENT	12/23/14	19450	162.64-
PERFORMANT RECOVERY, INC								
Sum								162.64-
00006	PERKINS,LAW OFFICES OF F	8374	00201552	14000145	GARNISHMENT	12/23/14	19445	458.32-
PERKINS,LAW OFFICES OF F								
Sum								458.32-
00006	PIONEER CREDIT CO (GARN)	7318	00201552	14000158	GARNISHMENT	12/23/14	19458	148.47-
PIONEER CREDIT CO (GARN)								
Sum								148.47-
00006	REPUBLIC FINANCE INC (G	0099	00201552	14000142	GARNISHMENT	12/23/14	19442	254.24-
REPUBLIC FINANCE INC (G								
Sum								254.24-
00006	RICHLAND COUNTY FAMILY C	4941	00201549	14000133	CHILD SUPPORT	12/23/14	19433	183.76-
RICHLAND COUNTY FAMILY C								
Sum								183.76-

00006 STOKES & CLINTON PC (GAR	5621	00201552	14000144	GARNISHMENT	12/23/14	19444	385.08-
STOKES & CLINTON PC (GAR							
Sum							385.08-
00006 TRANSAMERICA LIFE	ACCT 1844	00201543	14000125	BURIAL INS PREMIUM 12/14	12/23/14	19425	1,247.34-
TRANSAMERICA LIFE							
Sum							1,247.34-
00006 U S DEPT OF TREASURY (GA	0906	00201552	14000153	GARNISHMENT	12/23/14	19453	90.08-
U S DEPT OF TREASURY (GA							
Sum							90.08-
00006 WILKINSON LAW FIRM,P.C.	8117	00201552	14000157	GARNISHMENT	12/23/14	19457	149.35-
WILKINSON LAW FIRM,P.C.							
Sum							149.35-
00006 WINN BROWN LAW FIRM,THE	6097	00201552	14000156	GARNISHMENT	12/23/14	19456	129.40-
WINN BROWN LAW FIRM,THE							
Sum							129.40-
Sum							11,143.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	20421 WTR BI	00148534	14000477	SERVS 12/14 WTR BILLING OFFC	12/31/14	242103	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	18220	00148199	14000452	BATTERY U#13080 LAGOON	12/31/14	242115	127.95-
00009 AUTO ARMATURE SERVICE IN	17913	00147881	14000462	BATTERY U#6956 SEWER	12/31/14	242115	135.95-
00009 AUTO ARMATURE SERVICE IN	18302	00148484	14000469	BATTERY U#13512 TRANS	12/31/14	242115	134.95-
00009 AUTO ARMATURE SERVICE IN	18303	00148483	14000476	BATTERIES U#15916 LAGOON	12/31/14	242115	251.80-
AUTO ARMATURE SERVICE IN							
Sum							650.65-
00009 BODY TECH INC	4750-B	00148110	14000445	FENDER REPR U#19356 WTR OFFC	12/31/14	242125	685.60-
BODY TECH INC							
Sum							685.60-
00009 BONNER ANALYTICAL TESTIN	57245	00148556	14000494	NPDES MONITORING 12/14	12/31/14	242126	885.82-
BONNER ANALYTICAL TESTIN							
Sum							885.82-
00009 BRUNINI	202131	00148565	14000492	LEGAL SERVICES SSO	12/31/14	242131	4,158.00-
00009 BRUNINI	202132	00148565	14000493	LGL SERVICES GROUNDWORX	12/31/14	242131	9,550.22-
BRUNINI							
Sum							13,708.22-
00009 CAMERON ELECTRIC MOTOR C	29378	00148399	14000455	CHLORINE FAN PLT #2	12/31/14	242132	184.10-
CAMERON ELECTRIC MOTOR C							
Sum							184.10-
00009 CARQUEST AUTO PARTS STOR	14758-40364	00148379	14000453	REPR PTS U#14702 LAGOON	12/31/14	242137	39.39-
00009 CARQUEST AUTO PARTS STOR	14758-40468	00148446	14000461	REPR PTS U#20027 PLANT	12/31/14	242137	113.59-
00009 CARQUEST AUTO PARTS STOR	14758-39861	00148167	14000474	ANTIFREEZE U#15916 SEWER	12/31/14	242137	22.98-
CARQUEST AUTO PARTS STOR							
Sum							175.96-
00009 CHAIN ELECTRIC COMPANY	600037	00144093	14000447	GENERATOR LINC RD/S 28TH STA	12/31/14	242139	58,500.00-
CHAIN ELECTRIC COMPANY							
Sum							58,500.00-
00009 CINTAS FIRST AID J71	5002249276	00147790	14000451	SAFETY SUPP SEWER DIV	12/31/14	242140	889.75-
CINTAS FIRST AID J71							
Sum							889.75-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02015173	14000460	TRF 2ND 12/14 PAYROLL	12/22/14	21831	103,372.91-
CITY OF HATTIESBURG FUND							
Sum							103,372.91-

00009	CUSTOM BUILT TRAILERS OF	884612	00148380	14000456	UTILITY TRAILER U#20055 PLT	12/31/14	242149	2,955.00-
CUSTOM BUILT TRAILERS OF								
Sum								2,955.00-
00009	D P C ENTERPRISES LP	212002536-14	00147780	14000486	CHEMICALS WTR PLANT	12/31/14	242150	1,143.00-
D P C ENTERPRISES LP								
Sum								1,143.00-
00009	DUNAGIN PEST CONTROL(PRE	5211292 OCT1	00148177	14000466	SENTRICON 10/14-9/15 WTR OFF	12/31/14	242154	295.00-
DUNAGIN PEST CONTROL(PRE								
Sum								295.00-
00009	ECONOMY SUPPLY CO	224627	00148303	14000487	BLDG MATLS WTR PLT #2	12/31/14	242161	98.75-
ECONOMY SUPPLY CO								
Sum								98.75-
00009	FRIERSON, CHADWICK	PETTY CASH 1	00148286	14000439	PETTY CASH TRANS/PLT/SWR/LGN	12/31/14	242178	225.10-
FRIERSON, CHADWICK								
Sum								225.10-
00009	GILLILANDS ELECTRONICS S	58700	00148535	14000478	SECURITY 1/22-4/22 WTR OFFICE	12/31/14	242189	90.00-
GILLILANDS ELECTRONICS S								
Sum								90.00-
00009	INDOFF INC	2538429	00147216	14000472	JANIT SUPP WTR PLANT	12/31/14	242204	193.76-
INDOFF INC								
Sum								193.76-
00009	L & A CONTRACTING CO	483-019	00148440	14000459	AERATOR MAINT LAGOONS	12/31/14	242221	25,580.00-
L & A CONTRACTING CO								
Sum								25,580.00-
00009	LANCASTER'S MACHINE & WE	22054	00148069	14000467	FABRICATE WATER METER TOOLS	12/31/14	242222	200.00-
00009	LANCASTER'S MACHINE & WE	22055	00148355	14000468	TOOLS FOR WTR SERV TRUCKS	12/31/14	242222	120.00-
00009	LANCASTER'S MACHINE & WE	22022	00147917	14000475	REPLACE TRAILER JACK SWR DEPT	12/31/14	242222	108.00-
LANCASTER'S MACHINE & WE								
Sum								428.00-
00009	MAACO COLLISION REPAIR &	17303A	00148359	14000463	REPRS U#8642 SEWER	12/31/14	242231	300.72-
00009	MAACO COLLISION REPAIR &	17303B	00148397	14000464	ADDL AMT DUE PO#148359	12/31/14	242231	50.00-
MAACO COLLISION REPAIR &								
Sum								350.72-
00009	MCELHANEY PLUMBING INC	230301	00148070	14000448	HAND TOOLS WTR SERV PERSONNEL	12/31/14	242234	314.92-
MCELHANEY PLUMBING INC								
Sum								314.92-
00009	MID SOUTH GLASS INC	40966	00145895	14000446	HANDICAP DOOR WTR BILLING OFC	12/31/14	242238	2,100.00-
MID SOUTH GLASS INC								
Sum								2,100.00-

00009 MORGAN, C J INC	2014144	00148529	14000480	CHANGE FIRE HYDRANT FAIR LAKE	12/31/14	242247	2,850.00-
00009 MORGAN, C J INC	2014143	00148529	14000481	WATER LEAK REPAIR AIRPORT	12/31/14	242247	5,991.00-
00009 MORGAN, C J INC	2014146	00148529	14000482	FIRE TAP 4TH ST/THORNHILL	12/31/14	242247	13,468.70-
00009 MORGAN, C J INC	2014147	00148529	14000483	WTR SERV W 4TH ST/35TH AVE	12/31/14	242247	3,072.50-
00009 MORGAN, C J INC	2014148	00148529	14000484	NEW METER JAMES ST	12/31/14	242247	23,486.25-
00009 MORGAN, C J INC	2014151	00148529	14000485	FIRE HYDRANT LUNDY LANE	12/31/14	242247	2,726.25-
MORGAN, C J INC							
Sum							51,594.70-
00009 MS POWER COMPANY	12/14 W&SO&M	00020156	14000496	MNTHLY ELEC-W&SO&M	12/31/14	242252	101,371.59-
MS POWER COMPANY							
Sum							101,371.59-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00148532	14000479	SEWER BILLING 11/14	12/31/14	242262	135.00-
NORTH LAMAR WATER ASSN							
Sum							135.00-
00009 PEARL RIVER VALLEY EPA (	12/14 W&SO&M	00020156	14000498	MNTHLY 12/14 PUBLIC SERVICES	12/31/14	242266	204.72-
00009 PEARL RIVER VALLEY EPA (	12/14 W&SO&M	00020156	14000500	MNTHLY 12/14 PUBLIC SERVICES	12/31/14	242266	50.00-
PEARL RIVER VALLEY EPA (							
Sum							254.72-
00009 PINE BELT INDUSTRIAL SUP	4127411-01	00147233	14000458	EQUIP BELTS LAGOONS	12/31/14	242268	610.40-
PINE BELT INDUSTRIAL SUP							
Sum							610.40-
00009 PUCKETT RENTS	474097-0001	00148253	14000449	TRASH PUMP RENT TRANS DEPT	12/31/14	242275	95.95-
PUCKETT RENTS							
Sum							95.95-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00148172	14000437	SEWER BILLING REPORT 11/14	12/31/14	242278	170.00-
RAWLS SPRINGS UTILITY DI							
Sum							170.00-
00009 RJM MCQUEEN CONTRACTING	850	00148530	14000488	SEWER REPAIR PROVIDENCE W 7TH	12/31/14	242283	87,958.02-
00009 RJM MCQUEEN CONTRACTING	844	00148530	14000489	SEWER REPAIR E HARDY ST	12/31/14	242283	3,052.50-
00009 RJM MCQUEEN CONTRACTING	843	00148530	14000490	SEWER REPAIR S TIPTON ST	12/31/14	242283	6,307.20-
00009 RJM MCQUEEN CONTRACTING	842	00148530	14000491	SEWER REPAIR RAINBOW CIRCLE	12/31/14	242283	108,111.95-
RJM MCQUEEN CONTRACTING							
Sum							205,429.67-
00009 ROGERS-DABBS CHEVROLET H	56716	00146615	14000470	2015 TRUCK U#20056 TRANS	12/31/14	242284	23,437.00-
00009 ROGERS-DABBS CHEVROLET H	56717	00146615	14000471	2015 TRUCK U#20057 TRANS	12/31/14	242284	23,437.00-
ROGERS-DABBS CHEVROLET H							
Sum							46,874.00-
00009 ROUNDTREE CHRYSLER DODGE	10341	00141720	14000465	2015 TRUCK U#20054 SEWER	12/31/14	242286	24,590.00-
ROUNDTREE CHRYSLER DODGE							
Sum							24,590.00-

00009 SCOGGINS PUMP REPAIR	9588	00148243	14000441	ELEC REPRS PIEDMONT LIFT STA	12/31/14	242290	273.00-
00009 SCOGGINS PUMP REPAIR	9587	00148114	14000442	EQUIP REPR STEPS STA	12/31/14	242290	2,371.00-
00009 SCOGGINS PUMP REPAIR	9583	00148123	14000443	EQUIP REPR MOVIE STAR STA	12/31/14	242290	2,696.00-
00009 SCOGGINS PUMP REPAIR	9593	00148305	14000457	ELEC SUPP SEWER DEPT	12/31/14	242290	840.00-
SCOGGINS PUMP REPAIR							
Sum							6,180.00-
00009 SHOWS DEARMAN & WAITS IN	18293	00148357	14000450	SRV HBURG CLINIC SEWER REHAB	12/31/14	242297	1,580.00-
SHOWS DEARMAN & WAITS IN							
Sum							1,580.00-
00009 SMITH, JIM SERVICES	82939	00148495	14000473	HEATER REPR PLT WAREHOUSE	12/31/14	242298	93.00-
SMITH, JIM SERVICES							
Sum							93.00-
00009 SOUTHERN PINE ELECTRIC P	12/14 W&SO&M	00020156	14000497	MNTHLY 12/14 PUBLIC SERVICES	12/31/14	242303	1,092.55-
00009 SOUTHERN PINE ELECTRIC P	12/14 W&SO&M	00020156	14000499	MNTHLY 12/14 PUBLIC SERVICES	12/31/14	242303	34.25-
SOUTHERN PINE ELECTRIC P							
Sum							1,126.80-
00009 STANDARD OFFICE SUPPLY C	0048620-001	00147524	14000440	OFFICE SUPP WTR PLANT	12/31/14	242308	222.30-
00009 STANDARD OFFICE SUPPLY C	0048565-001	00147472	14000454	OFFICE SUPP WTR BILLING	12/31/14	242308	675.60-
STANDARD OFFICE SUPPLY C							
Sum							897.90-
00009 UNDERWOOD OUTDOOR POWER,	1411005	00148135	14000438	MINOR EQUIP REPR PTS TRANS	12/31/14	242321	25.95-
UNDERWOOD OUTDOOR POWER,							
Sum							25.95-
00009 WILLMUT GAS & OIL COMPAN	12/14 W&SO&M	00020156	14000495	MNTHLY GAS-W&SO&M	12/31/14	242338	509.05-
WILLMUT GAS & OIL COMPAN							
Sum							509.05-
00009 1ST SOURCE SERVALL	LE8400864	00148244	14000444	ELEC SUPP PLT #1	12/31/14	242342	44.40-
1ST SOURCE SERVALL							
Sum							44.40-
Sum							654,905.39-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BARKER, EDWARD III	METER DEP RF	02015170	14000165	METER DEP RFD	12/31/14	242120	50.74-
BARKER, EDWARD III							
Sum							50.74-
00011 D.R.E.H., INC	METER DEP RF	02015170	14000168	METER DEP RFD	12/31/14	242151	75.00-
D.R.E.H., INC							
Sum							75.00-
00011 DOYLE, STEVEN	METER DEP RF	02015170	14000167	METER DEP RFD	12/31/14	242153	33.74-
DOYLE, STEVEN							
Sum							33.74-
00011 FAIRLEY, KEYWANTA	WTR OVRPMT R	02015169	14000172	WTR OVRPMT RFD	12/31/14	242173	237.20-
FAIRLEY, KEYWANTA							
Sum							237.20-
00011 HUDSON'S CAPITAL ASSETS	METER DEP RF	02015170	14000164	METER DEP RFD	12/31/14	242203	40.00-
HUDSON'S CAPITAL ASSETS							
Sum							40.00-
00011 JACKSON, ELI	METER DEP RF	02015170	14000171	METER DEP RFD	12/31/14	242212	28.80-
JACKSON, ELI							
Sum							28.80-
00011 NETWORK SERVICES (NSI)	10201490000	02015162	14000163	WATER COLLECTIONS FEES	12/31/14	242259	475.30-
NETWORK SERVICES (NSI)							
Sum							475.30-
00011 PRICE, CHARLES	METER DEP RF	02015170	14000166	METER DEP RFD	12/31/14	242274	75.00-
PRICE, CHARLES							
Sum							75.00-
00011 SHOEMAKER PROP (321)	METER DEP RF	02015170	14000170	METER DEP RFD	12/31/14	242296	33.74-
SHOEMAKER PROP (321)							
Sum							33.74-
00011 WILLIAMS, RODERICK	METER DEP RF	02015170	14000169	METER DEP RFD	12/31/14	242337	33.74-
WILLIAMS, RODERICK							
Sum							33.74-
00011 WOODS, R D	WTR OVRPMT R	02015169	14000173	WTR OVRPMT RFD	12/31/14	242340	7,703.08-
WOODS, R D							
Sum							7,703.08-
Sum							8,786.34-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 KING, DARLEAN	TRAVEL REIMB	00148493	14000011	EXPNS GREAT TRNG GULFPORT	12/31/14	242219	264.80-
KING, DARLEAN							
Sum							264.80-
00019 MS LAW ENFORCEMENT OFFIC	2015 DUES	00148352	14000010	2015 DUES 125 MEMBERS	12/31/14	242250	2,500.00-
MS LAW ENFORCEMENT OFFIC							
Sum							2,500.00-
00019 PINE BELT TROPHY	PO#148428 12	00148428	14000012	TROPHIES DATE/GREAT GRAD	12/31/14	242270	341.50-
PINE BELT TROPHY							
Sum							341.50-
00019 TOP NOTCH EMBROIDERY	884	00148122	14000013	T SHIRT DARE/GREAT GRAD	12/31/14	242316	2,800.00-
TOP NOTCH EMBROIDERY							
Sum							2,800.00-
Sum							5,906.30-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	31105Q	00148563	14000007	SRVS AIRPT RUNWAY 31-31 IMPS	12/31/14	242111	15,366.12-
ARE CONSULTANTS INC							
Sum							15,366.12-
Sum							15,366.12-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 HOME DEPOT	7970107	00148119	14000041	MAILBOX POSTS 34TH AVE IMPS	12/31/14	242200	134.91-
HOME DEPOT							
Sum							134.91-
00072 NEEL-SCHAFFER INC	1021453	00148518	14000042	SRV 9/14 HARDY/25TH/ADELINE	12/31/14	242258	443.52-
NEEL-SCHAFFER INC							
Sum							443.52-
00072 SHOWS DEARMAN & WAITS IN	18312	00148479	14000040	SRV 10/26-11/29 W PINE SIGNAL	12/31/14	242297	300.00-
00072 SHOWS DEARMAN & WAITS IN	18213	00148561	14000043	SRV 8/24-9/27 W PINE SIGNALS	12/31/14	242297	2,995.00-
SHOWS DEARMAN & WAITS IN							
Sum							3,295.00-
Sum							3,873.43-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20421 MASS T	00148534	14000107	SERVS 12/14 MASS TRANS OFFICE	12/31/14	242103	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02015173	14000103	TRF 2ND 12/14 PAYROLL	12/22/14	19418	25,688.82-
CITY OF HATTIESBURG FUND							
Sum							25,688.82-
00073 CLARKE DETROIT DIESEL AL	C108005351:0	00147592	14000099	TRANS FLUID FOR BUSES	12/31/14	242141	204.96-
CLARKE DETROIT DIESEL AL							
Sum							204.96-
00073 CLARKE POWER SERVICES IN	C108005444:0	00147250	14000101	FILTERS FOR BUSES	12/31/14	242142	66.80-
CLARKE POWER SERVICES IN							
Sum							66.80-
00073 EMPIRE TRUCK SALES(JACKS	RE006020242:	00147805	14000102	REPRS U#16235 BUS	12/31/14	242166	786.45-
EMPIRE TRUCK SALES(JACKS							
Sum							786.45-
00073 G & K SERVICES	1035546394	00148514	14000111	UNIFORMS 11/04 DRIVERS	12/31/14	242184	33.10-
00073 G & K SERVICES	1035548615	00148514	14000112	UNIFORMS 11/11 DRIVERS	12/31/14	242184	33.10-
00073 G & K SERVICES	1035550809	00148514	14000113	UNIFORMS 11/18 DRIVERS	12/31/14	242184	35.46-
00073 G & K SERVICES	1035553006	00148514	14000114	UNIFORMS 11/25 DRIVERS	12/31/14	242184	35.46-
00073 G & K SERVICES	1035546395	00148516	14000115	UNIFORMS 11/04 MECHANICS	12/31/14	242184	8.00-
00073 G & K SERVICES	1035548616	00148516	14000116	UNIFORMS 11/11 MECHANICS	12/31/14	242184	8.00-
00073 G & K SERVICES	1035550810	00148516	14000117	UNIFORMS 11/18 MECHANICS	12/31/14	242184	8.00-
00073 G & K SERVICES	1035553007	00148516	14000118	UNIFORMS 11/25 MECHANICS	12/31/14	242184	8.00-
00073 G & K SERVICES	1035546396	00148515	14000119	MATS 11/04	12/31/14	242184	5.10-
00073 G & K SERVICES	1035548617	00148515	14000120	MATS 11/11	12/31/14	242184	5.10-
00073 G & K SERVICES	1035550811	00148515	14000121	MATS 11/18	12/31/14	242184	5.10-
00073 G & K SERVICES	1035553008	00148515	14000122	MATS 11/25	12/31/14	242184	5.10-
G & K SERVICES							
Sum							189.52-
00073 GILLILANDS ELECTRONICS S	58660	00148520	14000109	ADD CANCEL/APP BUTTONS/PHONES	12/31/14	242189	70.00-
GILLILANDS ELECTRONICS S							
Sum							70.00-
00073 HOME DEPOT	970085	00148025	14000105	HOLIDAY DECOR FOR OFFICE	12/31/14	242200	119.00-
HOME DEPOT							
Sum							119.00-
00073 JACKSON, ROOSEVELT III	174125	00148281	14000106	WASH BLDG/CONCRETE	12/31/14	242213	2,685.00-
JACKSON, ROOSEVELT III							
Sum							2,685.00-

00073 MS POWER COMPANY	12/14 M TRAN	00020156	14000108	MNTHLY ELEC-MASS TRANSIT	12/31/14	242252	1,655.77-
MS POWER COMPANY							
Sum							1,655.77-
00073 OFFICE DEPOT INC	744364146001	00147795	14000100	OFFICE SUPP	12/31/14	242264	392.37-
OFFICE DEPOT INC							
Sum							392.37-
00073 TEAMBG & ASSOCIATES LMA,	0032979	00148027	14000098	DIESEL OIL CONDITIONER BUSES	12/31/14	242314	2,587.46-
TEAMBG & ASSOCIATES LMA,							
Sum							2,587.46-
00073 VERIZON WIRELESS	9736902406	00148577	14000110	GPS PARATRNS BUSES 12/11-1/10	12/31/14	242328	200.07-
VERIZON WIRELESS							
Sum							200.07-
00073 WATERS INTERNATIONAL TRU	8-243510049	00148105	14000104	PC BOARD FOR U#18573	12/31/14	242334	405.00-
WATERS INTERNATIONAL TRU							
Sum							405.00-
Sum							35,396.22-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	18320	00148474	14000014	WATER MAP UPDATES PHASE 2	12/31/14	242297	1,200.00-
SHOWS DEARMAN & WAITS IN							
Sum							1,200.00-
Sum							1,200.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AUTO ARMATURE SERVICE IN	18252	00147706	14000120	ALT/BATTERY U#19099 COMM CTRS	12/31/14	242115	235.90-
AUTO ARMATURE SERVICE IN							
Sum							235.90-
00077 BAILEY, KIMBERLY (REFUND	SHERRILL CEN	02015175	14000128	DAMAGE DEPOSIT REFUND	12/31/14	242119	100.00-
BAILEY, KIMBERLY (REFUND							
Sum							100.00-
00077 CARQUEST AUTO PARTS STOR	14758-36577	00146568	14000115	REPR PTS U#12045 COMM CNTRS	12/31/14	242137	422.88-
CARQUEST AUTO PARTS STOR							
Sum							422.88-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02015173	14000119	TRF 2ND 12/14 PAYROLL	12/22/14	310330	21,232.11-
CITY OF HATTIESBURG FUND							
Sum							21,232.11-
00077 COBURN'S SUPPLY CO INC	607515893	00148255	14000133	HEATER PTS MCNAIR CENTER	12/31/14	242143	268.89-
COBURN'S SUPPLY CO INC							
Sum							268.89-
00077 DUNAGIN PEST CONTROL(PRE	5211245 OCT1	00148512	14000121	SENTRICON 10/14-9/15 CE ROY	12/31/14	242154	340.00-
DUNAGIN PEST CONTROL(PRE							
Sum							340.00-
00077 EATON, KERMAS	PETTY CASH 1	00148501	14000131	PETTY CASH COMM CNTRS	12/31/14	242156	1.25-
00077 EATON, KERMAS	PETTY CASH 1	00148499	14000132	PETTY CASH COMM CNTRS	12/31/14	242157	22.07-
EATON, KERMAS							
Sum							23.32-
00077 ELECTROLUX (AERUS)	1619220	00148258	14000106	VACUUM CLEANER CULTURAL CNTR	12/31/14	242162	600.00-
ELECTROLUX (AERUS)							
Sum							600.00-
00077 ENVIRONMENTAL SERVICES L	052MI14	00140773	14000108	MOLD TEST SHERRILL 2ND FLR	12/31/14	242167	750.00-
ENVIRONMENTAL SERVICES L							
Sum							750.00-
00077 FAIRLEY, BILLY RAY	913972	00147999	14000109	BRICK REPAIR SHERRILL CENTER	12/31/14	242172	1,600.00-
FAIRLEY, BILLY RAY							
Sum							1,600.00-

00077 G & K SERVICES	1035544182	00148555	14000139	UNIFORMS 10/28 COMM CNTRS	12/31/14	242184	44.00-
00077 G & K SERVICES	1035546382	00148555	14000140	UNIFORMS 11/04 COMM CNTRS	12/31/14	242184	28.51-
00077 G & K SERVICES	1035550797	00148555	14000141	UNIFORMS 11/18 COMM CNTRS	12/31/14	242184	95.63-
00077 G & K SERVICES	1035552994	00148555	14000142	UNIFORMS 11/25 COMM CNTRS	12/31/14	242184	26.15-
00077 G & K SERVICES	1035555209	00148555	14000143	UNIFORMS 12/02 COMM CNTRS	12/31/14	242184	26.15-
00077 G & K SERVICES	1035557431	00148555	14000144	UNIFORMS 12/09 COMM CNTRS	12/31/14	242184	26.15-
00077 G & K SERVICES	1035559632	00148555	14000145	UNIFORMS 12/16 COMM CNTRS	12/31/14	242184	26.15-
00077 G & K SERVICES	1035561841	00148555	14000146	UNIFORMS 12/23 COMM CNTRS	12/31/14	242184	26.15-
G & K SERVICES							
Sum							298.89-
00077 GILLILANDS ELECTRONICS S	58257	00148344	14000110	CHECK FAX LINE SHERRILL CNTR	12/31/14	242189	70.00-
00077 GILLILANDS ELECTRONICS S	58392	00148344	14000111	NEW FAX NUMBER SHERRILL CNTR	12/31/14	242189	70.00-
GILLILANDS ELECTRONICS S							
Sum							140.00-
00077 HAMMOND, MATTHEW (REFUND	CE ROY CENTE	02015175	14000130	DAMAGE DEPOSIT REFUND	12/31/14	242195	100.00-
HAMMOND, MATTHEW (REFUND							
Sum							100.00-
00077 HATTIESBURG AREA INTERGR	SHERRILL CEN	02015175	14000124	DAMAGE DEPOSIT REFUND	12/31/14	242198	225.00-
HATTIESBURG AREA INTERGR							
Sum							225.00-
00077 HOME DEPOT	1041467	00147585	14000122	WORK GLOVES COMM CNTR EMPS	12/31/14	242200	59.82-
HOME DEPOT							
Sum							59.82-
00077 JAMES II, FRANK (REFUNDS	SHERRILL CEN	02015175	14000127	DAMAGE DEPOSIT REFUND	12/31/14	242214	200.00-
JAMES II, FRANK (REFUNDS							
Sum							200.00-
00077 MCELHANEY PLUMBING INC	230508	00148250	14000107	HEAT UNIT PTS MCNAIR CENTER	12/31/14	242234	60.63-
MCELHANEY PLUMBING INC							
Sum							60.63-
00077 MCGEE, EDMOND C (REFUNDS	SIGLER CENTE	02015175	14000123	DAMAGE DEPOSIT REFUND	12/31/14	242235	100.00-
MCGEE, EDMOND C (REFUNDS							
Sum							100.00-
00077 MS POWER COMPANY	12/14 COMM C	00020156	14000137	MNTHLY ELEC-COMM CNTRS	12/31/14	242252	3,051.13-
MS POWER COMPANY							
Sum							3,051.13-
00077 NEEL-SCHAFFER INC	1022214-13-2	00137287	14000116	FOUNDATION REPR SHERRILL CNTR	12/31/14	242258	313.27-
00077 NEEL-SCHAFFER INC	1022214-14-4	00143565	14000117	SRV SHINGLE ROOF SHERRILL CNTR	12/31/14	242258	1,091.16-
00077 NEEL-SCHAFFER INC	1022214-14-8	00143565	14000118	SRV SHINGLE ROOF SHERRILL CNTR	12/31/14	242258	722.00-
NEEL-SCHAFFER INC							
Sum							2,126.43-
00077 NEWELL PAPER COMPANY	830435	00148393	14000114	BUTCHER PAPER COMM CNTRS	12/31/14	242260	69.54-
00077 NEWELL PAPER COMPANY	830671	00148464	14000138	UNBRELLA BAGS COMM CNTRS	12/31/14	242260	123.83-
NEWELL PAPER COMPANY							
Sum							193.37-

00077	PINE BELT INDUSTRIAL SUP	4226340-01	00146099	14000134	A/C PTS SHERRILL AUDITORIUM	12/31/14	242268	28.77-
00077	PINE BELT INDUSTRIAL SUP	4128681-0001	00146099	14000135	A/C PTS SHERRILL AUDITORIUM	12/31/14	242268	31.20-
PINE BELT INDUSTRIAL SUP								
Sum								59.97-
00077	PITTMAN, ANALISA (REFUND	SHERRILL CEN	02015175	14000125	DAMAGE DEPOSIT REFUND	12/31/14	242273	100.00-
PITTMAN, ANALISA (REFUND								
Sum								100.00-
00077	RIVERO, PAMELA (REFUNDS)	SHERRILL CEN	02015175	14000126	DAMAGE DEPOSIT REFUND	12/31/14	242281	100.00-
RIVERO, PAMELA (REFUNDS)								
Sum								100.00-
00077	SCOTT, SHEILA (REFUNDS)	SHERRILL CEN	02015175	14000129	DAMAGE DEPOSIT REFUND	12/31/14	242291	100.00-
SCOTT, SHEILA (REFUNDS)								
Sum								100.00-
00077	SMITH, JIM SERVICES	83040A	00148251	14000112	A/C CHECK CULTURAL CENTER	12/31/14	242298	300.00-
00077	SMITH, JIM SERVICES	83040B	00148313	14000113	ADDL AMT DUE PO#148251	12/31/14	242298	159.00-
SMITH, JIM SERVICES								
Sum								459.00-
00077	WILLMUT GAS & OIL COMPAN	12/14 COMM C	00020156	14000136	MNTHLY GAS-COMM CNTRS	12/31/14	242338	490.30-
WILLMUT GAS & OIL COMPAN								
Sum								490.30-
Sum								33,437.64-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BONNER ANALYTICAL TESTIN	57099	00148413	14000071	607 E 2ND ASBESTOS ANALYSIS	12/19/14	310317	125.00-
00082 BONNER ANALYTICAL TESTIN	57098	00148414	14000072	609 E 2ND ASBESTOS ANALYSIS	12/19/14	310318	100.00-
00082 BONNER ANALYTICAL TESTIN	57094	00148415	14000073	218 E 3RD ASBESTOS ANALYSIS	12/19/14	310319	110.00-
00082 BONNER ANALYTICAL TESTIN	57096	00142423	14000074	406 GULFPORT ASBESTOS ANALYSIS	12/19/14	310320	85.00-
00082 BONNER ANALYTICAL TESTIN	57095	00148424	14000075	1704 JAMES ASBESTOS ANALYSIS	12/19/14	310321	85.00-
00082 BONNER ANALYTICAL TESTIN	57097	00148425	14000076	234 OAK ST ASBESTOS ANALYSIS	12/19/14	310322	145.00-
BONNER ANALYTICAL TESTIN							
Sum							650.00-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02015173	14000085	TRF 2ND 12/14 PAYROLL	12/22/14	310331	7,536.53-
CITY OF HATTIESBURG FUND							
Sum							7,536.53-
00082 DOMESTIC ABUSE FAMILY SH	12/16/14	00148416	14000079	FOOD SUPPLIES ETC, FINAL DRAW	12/19/14	310325	7,355.95-
DOMESTIC ABUSE FAMILY SH							
Sum							7,355.95-
00082 DUCKSWORTH, SHEILA (CD	12/16/14	00148421	14000081	107 HARREL TMP RELOC12/15-1/14	12/19/14	310327	650.00-
DUCKSWORTH, SHEILA (CD							
Sum							650.00-
00082 EATON, KERMAS	PETTY CASH 1	00148501	14000087	PETTY CASH CDBG	12/31/14	242155	26.70-
EATON, KERMAS							
Sum							26.70-
00082 HOLLIMON CONSTRUCTION	12/16/14	00148419	14000083	201 TUSCAN S/R PAINTING DR#5	12/19/14	310329	6,000.00-
HOLLIMON CONSTRUCTION							
Sum							6,000.00-
00082 JEMISON, GLADYS (CDBG)	12/16/14	00148422	14000077	701 TUSCAN TMP REL 11/15-12/14	12/19/14	310323	650.00-
JEMISON, GLADYS (CDBG)							
Sum							650.00-
00082 NORRIS CONSTRUCTION	12/16/14	00148420	14000084	CHG ORDER REQ #3	12/19/14	310328	2,125.00-
NORRIS CONSTRUCTION							
Sum							2,125.00-
00082 O'REILLY AUTO PARTS	0943-459454	00148447	14000086	WATER PUMP U#13262	12/31/14	242263	110.84-
O'REILLY AUTO PARTS							
Sum							110.84-
00082 PINE BELT COMMUNITY SERV	12/16/14	00148418	14000078	MEALS PRGM-FOOD SUPP,GAS DRAW1	12/19/14	310324	1,092.97-
PINE BELT COMMUNITY SERV							
Sum							1,092.97-

00082	SMITH'S REMODELING	12/16/14	00148417	14000080	FLOORING, LIGHT FIX FINAL DRAW	12/19/14	310326	8,720.00-

SMITH'S REMODELING

Sum	8,720.00-
Sum	34,917.99-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT							
00087 WISE CARTER CHILD & CARA	173247	00148385	14000013	SRVS PROJECT SPOKE	12/31/14	242339	125.00-
WISE CARTER CHILD & CARA							
Sum							125.00-
Sum							125.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02015167	14000005	FOOD/BEVERAGE TAX 11/14	12/16/14	19416	358,275.63-
H'BURG CONVENTION COMMIS							
Sum							358,275.63-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02015166	14000006	MOTEL SALES TAX 11/14	12/16/14	19417	46,202.84-
H'BURG TOURISM COMMISSIO							
Sum							46,202.84-
Sum							404,478.47-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GROUP INSURANCE TRUST FUND							
00109 UNITED HEALTHCARE INS CO	10/22/14 DEP	02015168	14000002	10/22/14 DEPOSIT PAYBACK	12/16/14	310316	84.58-
UNITED HEALTHCARE INS CO							
Sum							84.58-
Grand Total Level							
Sum							3,262,061.10-

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, January 6, 2015

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-18 at the request of the Administration as follows:

VI.-18 2014-1616 Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

Attachments: Cliff Norman

City of Hattiesburg, MS

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

Master

File Number: 2014-1616

File ID: 2014-1616 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 01/05/2015

Brief Title: Appointment to Contractor's Board **Final Action:**

Minute Book Number: MB2015-12

Title:

Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

Notes:

Sponsors: **Enactment Date:**

Attachments: Cliff Norman **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	01/06/2015					
1	City Council	01/06/2015	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

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

ΓEL-No Vote: 0

Text of Legislative File 2014-1616

Title

Ratify and confirm the Mayor's appointment of Cliff Norman,(replaces Lamar Evans) to the Contractor's Review Board for a term (6/2/2012 to 60/1/2015) beginning January 6, 2015 and ending June 1, 2015.

Summary

Appointment to Contractor's review Board

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Contractor's Board

TERM OF OFFICE: 4 years PERIOD: 1/06/15 to 6/1/15

REPLACES: LAMAR EVANS

TERM EXPIRED: _____ OR RESIGNED: _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____ NO

X

****

NAME OF PROPOSED APPOINTEE: **Cliff Norman**

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )

ADDRESS: 30 VINTAGE PARK/PO BOX 15399 HATTIESBURG, MS 39404

HOME PHONE NUMBER: 601.264.7114 WARD: _____

PLACE OF EMPLOYMENT: NORMAN CONSTRUCTION

EMPLOYMENT ADDRESS: 788 RICHBURG RD

EMPLOYMENT PHONE NO.: 601.520.5361 POSITION: RESIDENTIAL BUILDER

****

PERSON CONTACTED BY: _____ DATE: _____

TO BE CONTACTED BY: _____ DATE

CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, January 6, 2015

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-19 at the request of the Council, amending Item 2014-1580 to read as follows:

VI.-19 2014-1580 Take from the table and Acknowledge proposals received November 20, 2014, for the Request for Proposals for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the Fiscal Year ending September 30, 2014, and accept the proposal of Carr, Riggs, and Ingram as being the best proposal; Authorize Council President to execute contract(s) for same.

Attachments:
Memo-Auditor Recommendation
Summary of Audit Proposals
RFP & Addendum - Audit Services
Mailing List for RFP-Audit Services
Memo, Sims-CAFR
Memo 1, Prentiss, CAFR
Memo 2, Prentiss, CAFR
Memo, Sims-Audit Schedule
Letter recommending Carr, Rigg & Ingram
executed 2014 Audit Agreement

City of Hattiesburg, MS

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

Master

File Number: 2014-1580

File ID: 2014-1580 **Type:** Regular Agenda Item **Status:** Approved

Version: 2 **Reference:** **In Control:** City Council

File Created: 12/16/2014

Brief Title: Proposals for furnishing contract audit services for fiscal year ending September 30, 2014. **Final Action:**

Minute Book Number: (TABLED) MB2014-37

Title:

Take from the table and Acknowledge proposals received November 20, 2014, for the Request for Proposals for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the Fiscal Year ending September 30, 2014, and accept the proposal of Carr, Riggs, and Ingram as being the best proposal; Authorize Council President to execute contract(s) for same.

Notes:

Sponsors: **Enactment Date:**

Attachments: Memo-Auditor Recommendation, Summary of Audit Proposals, RFP & Addendum - Audit Services, Mailing List for RFP-Audit Services, Memo, Sims-CAFR, Memo 1, Prentiss, CAFR, Memo 2, Prentiss, CAFR, Memo, Sims-Audit Schedule, Letter recommending Carr, Rigg & Ingram, executed 2014 Audit Agreement **Enactment Number:**

Contact: **Meeting Date:** 12/16/2014

Drafter: Debbie Bernardo **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	12/16/2014					
1	City Council	12/16/2014	Table				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to TABLE to Acknowledge proposals received November 20, 2014, for the Request for Proposals for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the Fiscal Year ending September 30, 2014, and accept the proposal of Nicholson and Company as being the best proposal, as recommended in the attached memo; Authorize Council President to execute contract(s) for same.

Council President Bradley said requests for proposals were sent out in late summer and that there was an extension; he said the RFPs were sent to 69 firms; he said eight proposals were received and opened by the committee, which included Connie Everett, Sharon Waits, Kermas Eaton and Debbie Bernardo.
He said a spreadsheet evaluating each proposal was emailed to the Council two weeks earlier with the committee's recommendation, Nicholson & Company. He asked Ms. Everett to speak regarding that recommendation.

Council member Delgado asked for an explanation of the shortness of time.

Ms. Everett said the city normally starts the audit process in October and started it last year in the beginning of November. She said it is a lengthy audit, a comprehensive financial report, which is much more than a set of financial statements. She said a lot of schedules and supplemental information must be prepared by city staff as well as audit staff. Ms. Everett said she has been advised that, because of continuing disclosure requirements, the SEC is pushing municipalities and government entities to report more timely and more accurately. She said the city is currently under a state deadline that requires the audit to be produced within nine months of the end of the fiscal year; she said it is very possible that deadline can be pushed up to six months in the interests of transparency for investors who are using [the city's] financial statements. Ms. Everett said this is something about which the city needs to be proactive, as it puts bonds on the market. She said also that every CPA firm is engaged in tax work during tax season.

Council member Delgado said she was led to believe that this company [Nicholson & Company] was not going to do the city's audit any longer; she said she understands that [the company] submitted a proposal. She said her concern is that [Ms. Everett] is saying that no matter who bid, [she] would choose somebody who has already worked with [the city]. She asked why the RFP was issued if [the decision] is to go with someone who has already worked with [the city] regardless of what [other firms submit]. Council member Delgado said it is an issue that Ms. Everett would say that firms are doing taxes; she said if they submitted a proposal it means they are ready, willing and able to be contractually bound to do this audit in the manner it is supposed to be done.

Ms. Everett said that the spreadsheet conveys the committee's concerns. She said some firms did not propose conducting a CAFR audit, which the city has been doing for several years; she said that would represent a significant change in the investment market, in terms of a back step in the financial information the city is producing. Council member Delgado asked why submit a request for proposals if [Ms. Everett] is talking about back stepping; Ms. Everett said she had nothing to do with the RFP and was merely asked to look at the proposals that were submitted.

Council member Dryden asked about reasons for the choice. She said Carr, Riggs & Ingram of Ridgeland looked like a good possibility as it would be about $50,000 less in costs and looks fairly comparable as far as services. She said she tends to be supportive of local businesses but that for an audit, it would be a very positive aspect to have [a company that is] not in the city to make [the audit] completely objective. She asked Ms. Everett the reasons for choosing Nicholson & Company. Ms. Everett said she tried to present the significant [points]. She said several of the audit proposals gave a price but included language that if information is found that might significantly increase the scope of the audit, the timeline and fee can be adjusted. She said that is exactly what happened last year, that in its initial engagement proposal Nicholson submitted a much smaller fee, but the scope of the audit was expanded which in turn expanded the labor hours and the costs; Ms. Everett said [the city] runs that risk with any firm no matter what price they submit. Council member Dryden asked if Ms. Everett is referring to miscellaneous costs; Ms. Everett said miscellaneous costs are for copying and travel, and that she is referring to the actual audit fee. Council member Dryden said she wants to be sure [the city] looks at this carefully.

Council member Delgado asked Ms. Everett and Attorney Lawrence if Nicholson & Company's involvement in the Groundworx lawsuit represents a conflict with regard to future contracts with the city. Attorney Lawrence said he does not know the scope of the work Nicholson & Company did for

Groundworx. He said there could be the perception of a conflict but that he cannot say that there actually is one. Council President Bradley stated that all Carl Nicholson did is introduce [Groundworx] to the Stevens Group in Little Rock, AR to help find funding. Council member Delgado said there is billable time charged to the city; Council President Bradley said the time was charged to Groundworx.

Council member Dryden said Nicholson & Company is a very good firm and does excellent work. She said she believes it would be good to have [a company] from outside the city for objectivity. Ms. Everett stated there are good points about that but expressed concerns about when the audit will start and said Nicholson & Company's proposal was the most thorough with regard to the services they are expected to perform and what they plan to produce.

Council President Bradley asked if all the committee felt that way. Council member Delgado said she wanted to poll the committee.

Council member Dryden stated that Carr, Riggs & Ingram gave a May 31 date for concluding the audit. Ms. Waits said the committee was concerned that some firms from outside of Hattiesburg submitted proposals that were not explicit or thorough with regard to the procedures they would follow; she said one firm spent a great deal of time expressing what the city would need to do. She said one of the concerns is that due to lack of familiarity with the city, firms may say they can complete the audit in 90 days, but will come in and start their audit procedures and discover that they cannot do it in the time or for the money they have expressed in their proposals, orwithin the timeframe [the city] is allowed by law.

Council member Delgado said the spreadsheet uses the term "presented thoroughly" and raises questions when necessary; she said she does not think the term "presented thoroughly" would have been used if the firms had not done so. She said she does not see any indication that Nicholson & Company presented its information extraordinarily thoroughly.

Council President Bradley stated that history speaks for itself and indicated that Nicholson & Company has done an outstanding job. He said one partner indicated to him that the company no longer wanted to do the audit, but that the mayor had heard differently from another partner, so the decision was made to do the Request for Proposals. He said RFPs were sent to a list of companies obtained from the State Auditor's office. Mayor DuPree said a similar set of circumstances occurred with Forrest County. Council President Bradley spoke highly of individual Nicholson's staff members and said there is a short time line.

Council member Dryden stated that she does not understand the short time line and that the Council needs time for additional discussion. Council member Naylor agreed.

Ms. Waits said she understands and that the committee has done what was asked and has given its assessment and that it is the Council's decision. Council member Naylor said he had not seen it and apologized for missing the email. Council President Bradley apologized for not bringing the matter up at Agenda Review. Council member Dryden asked that the item be tabled.

Council member Delgado polled the committee. Ms. Bernardo stated that Nicholson & Company clearly had the best proposal; Ms. Everett and Ms. Waits agreed. Mr. Eaton asked to respond in writing. Ms.. Bernardo said that copies of each proposal are available in her office.

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

Yeas: 4 - Bradley, Delgado, Dryden and Naylor
Nays: 0

Absent: 1 - Carroll

Yea:	4	Council Member Bradley Council Member Delgado Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

2	City Council - Amendments to the Agenda	01/06/2015			
2	City Council	01/06/2015	Acknowledge		Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Take from the table and Acknowledge proposals received
November 20, 2014, for the Request for Proposals for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the Fiscal Year ending September 30, 2014, and accept the proposal of Carr, Riggs, and Ingram as being the best proposal; Authorize Council President to execute contract(s) for
same.

Attachments: Memo Auditor Recommendation

Summary of Audit Proposals

RFP & Addendum Audit Services

Mailing List for RFP Audit Services

Memo, Sims CAFR

Memo 1, Prentiss, CAFR

Memo 2, Prentiss, CAFR

Memo, Sims Audit Schedule

Letter recommending Carr, Rigg & Ingram

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 1 - Bradley

Yea:	4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Bradley
ΓEL-No Vote:	0	

Text of Legislative File 2014-1580

Title

Take from the table and Acknowledge proposals received November 20, 2014, for the Request for Proposals for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the Fiscal Year ending September 30, 2014, and accept the proposal of Carr, Riggs, and Ingram as being the best proposal; Authorize Council President to execute contract(s) for same.

Summary

Proposals for furnishing contract audit services for fiscal year ending September 30, 2014.

Budget Information

Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

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

TO: ***Members of the City Council***
FROM: ***Audit Proposal Review Committee***
DATE: ***December 16, 2014***
RE: ***Recommendation for selection of audit services for FY 2014***

After review of the responses submitted to our Request for Proposals for audit services, it is the recommendation of the Audit Proposal Review Committee that the City of Hattiesburg select Nicholson & Company, PLLC to perform audit services for Fiscal Year 2013-14.

CITY OF HATTIESBURG, MS
SUMMARY OF RESPONSES TO
REQUEST FOR AUDIT PROPOSALS
FISCAL YEAR ENDED 9/30/2014

LIST OF CRITERIA	NICHOLSON & COMPANY	PILTZ, WILLIAMS & LAROSA & CO	WRIGHT, WARD, HATTEN & GUEL
Information on firm background and experience in auditing government, nonprofit, and commercial entities	Presented thoroughly. Extensive experience in auditing government and nonprofit entities Listed: 1 county; 2 utilities	Presented thoroughly. Municipal audits limited to cities of Biloxi and Moss Point. Listed: 1 utility	Presented thoroughly. Either firm or firm members have extensive government audit experience. Listed 6 cities, 3 counties, 4 school districts. Only comparable size city listed is Gulfport
Profile of firm and staff	Presented thoroughly	Presented thoroughly	Presented thoroughly
Itemization of audit services to be performed	Presented thoroughly with references to required auditing standards, IT assessment, internal control, state legal compliance, Single Audit, and supplementary statistical information provided in a CAFR. Separate financial statements for Water/Sewer system.	Presented with reference to Single Audit, internal controls. Extensive reference to City responsibilities for information to be provided. Some supplementary information is addressed but not all. It is assumed final report will be a CAFR. Does not address separate financials for Water/Sewer.	Presented with reference to required auditing standards, internal controls, review of policies and conracts, Single Audit. Not clear if CAFR will be presented and does not address separate Water/Sewer financials.
Resumes of staff to be assigned to perform audit services	Presented thoroughly	Presented thoroughly	Presented thoroughly
Estimates of starting and completion dates and total number of working days to complete audit services	90 days anticipated. Date of delivery of reports not specifically addressed (but must be no later than 6/30/15 by law)	120 days anticipated. Specifically stated that reports to be issued no later than 6/30/15.	75 days anticipated; 1,025 hours; will be completed and delivered prior to 6/30/15. Not clear if days includes report prep and delivery
Statement of understanding of work to be performed, including planned approach and methods to be used	Presented thoroughly with detailed listing of schedules to be prepared for city-wide audit and water & sewer system audit. Will produce CAFR	Presented thoroughly in narrative form. Information presented indicated CAFR will be presented. Does not address Water & Sewer audit separately.	Not clear if CAFR to be presented. Does not address Water & Sewer audit separately
Name and contact information of firm contact for audit	Provided	Provided	Provided
Peer Review letters included	Yes	Yes	Yes
Price of audit	Not to exceed $149,750 for CAFR audit Not to exceed $23,500 for Water & Sewer audit (FYI - FY 2013 initial fee was $97,550 for CAFR and $11,750 for Water & Sewer audit. Scope of audit was expended after consultation with Mayor and Council)	$95,000 Does not price Water & Sewer audit separately Not clear if separate audit will be provided for Water & Sewer system	Not to exceed $97,375. If unexpected circumstances encountered and additional time needed, new fee estimate will be presented and discussed. Does not address Water & Sewer audit separately.
Location of firm	Hattiesburg, MS	Biloxi, MS	Gulfport, MS

CITY OF HATTIESBURG, MS
SUMMARY OF RESPONSES TO
REQUEST FOR AUDIT PROPOSALS
FISCAL YEAR ENDED 9/30/2014

LIST OF CRITERIA	BOOKER T. CAMPER, JR., CPA	FRANKS, FRANKS, JARRELL & WILEMON, PA	FORTENBERRY & BALLARD, PC
Information on firm background and experience in auditing government, nonprofit, and commercial entities	Presented thoroughly. Municipal audit experience limited to small towns in MS Largest listed is Vicksburg Several federal agencies listed	Presented. Municipal audits of small cities and towns, 2 municipal utilities; 1 utility association	Presented. Municipal audits of small MS cities and towns and counties. Extensive list of school district audits.
Profile of firm and staff	Presented thoroughly	Presented thoroughly	Presented thoroughly
Itemization of audit services to be performed	Presented thoroughly with reference to required auditing standards, Single Audit, internal comtrol and state legal compliance. CAFR will be prepared and separate financials for Water/Sewer.	Stated specifically - will not issued a CAFR pursuant to standards established by GFOA (City audits have been CAFR's for several years)	No detail on audit services to be performed. Will present a CAFR.
Resumes of staff to be assigned to perform audit services	Presented thoroughly	Presented thoroughly	Presented on some but not all staff
Estimates of starting and completion dates and total number of working days to complete audit services	Scheduled 6/30/15; no earlier than 5/30/15. 804 hrs - calculated to be 100.5 days for CAFR 457 hrs - calculated to be 57 days for Wtr/Swr (assume days run concurrently for max of 100.5)	995 hours scheduled. Expect to begin no later than January 15, 2015 and issue reports no later than June 30, 2015	No schedule presented. Two weeks stated for field work; 2 - 3 weeks preparation upon receipt of trial balance; draft in 30 days after completion of field work. No timeline mentioned for delivery of final report other than GFOA deadline for award qualification of 3/31/15
Statement of understanding of work to be performed, including planned approach and methods to be used	Presented thoroughly in narrative form. Information prresented indicated CAFR will be presented.	Presented in narrative form. Does not address Water & Sewer audit separately. Will not produce CAFR.	Will presentCAFR and financial statements for Water & Sewer system audit
Name and contact information of firm contact for audit	Provided	Not listed specifically	Provided
Peer Review letters included	Yes	No	Yes
Price of audit	$140,000 for CAFR $30,000 for Water & Sewer audit	$98,500 If circumstances warrant, fee could be higher and would be presented and discussed in advance of work performed. No separate fee for Water/Sewer	$65,000 No separate fee for Water/Sewer
Location of firm	Memphis, TN and Tupelo. MS	Tupelo, MS	Brandon, MS

CITY OF HATTIESBURG, MS
SUMMARY OF RESPONSES TO
REQUEST FOR AUDIT PROPOSALS
FISCAL YEAR ENDED 9/30/2014

LIST OF CRITERIA	WOLFE, MCDUFFIE & OPPIE, PA	CARR, RIGGS & INGRAM, LLC
Information on firm background and experience in auditing government, nonprofit, and commercial entities	Presented. Municipal audits include several coastal cities and school districts	Presented thoroughly. Most clients Alabama cities. Some MS state agencies. One MS utility and town listed.
Profile of firm and staff	Presented	Presented thoroughly
Itemization of audit services to be performed	Does not specifically address audit methodology. Only lists reports to be produced. Will present a CAFR and financial statements for Water/Sewer system	Only firm to address contacting previous auditor for information to aid in transition. Will assess IT systems, internal controls, compliance with auditing standards, Single Audit. Proposal has heavy marketing approach with somewhat ambiguous language where specifics are preferred.
Resumes of staff to be assigned to perform audit services	Presented on some but not all staff	Presented on principals but possibly not on all staff
Estimates of starting and completion dates and total number of working days to complete audit services	Assumes start date of February 23, 2015 and targeted completion date of April 15, 2015. No reference as to whether this includes report preparation and delivery.	900 hours total, 650 of which is fieldwork Assumes start date of 12/15/14 and completion by 5/31/15, or 166 days.
Statement of understanding of work to be performed, including planned approach and methods to be used	Will present CAFR and financial statements for Water & Sewer System	Extensive narrative but limited specifics. Proposal has heavy marketing approach. Will present CAFR and financials for Water/ Sewer
Name and contact information of firm contact for audit	Provided	Provided
Peer Review letters included	No	Yes
Price of audit	$64,500 No separate fee for Water/Sewer	$85,000 for CAFR $15,000 for Water & Sewer Misc. fees and expenses not to exceed $3,000
Location of firm	Pascagoula, MS	Ridgeland, MS

REQUEST FOR PROPOSALS

The City Council of the City of Hattiesburg is seeking proposals for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for the general purpose financial statement of the Combined Water and Sewer System for the Fiscal Year ending September 30, 2014. This is to be a full scope audit in accordance with Generally Accepted Accounting Principles (GAAP) as prescribed by the Governmental Accounting Standards Board.

Services are to be performed in accordance with the following:

1. **Generally accepted auditing standards established by the American Institute of Certified Public Accountants.**
2. **The Government Auditing Standards, issued by the Comptroller General of the United States, and the Office of Management and Budget Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," and GASB Statement Number 34-Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.**
3. **The audit program prescribed by the State Auditor's office, copies of which are available through the State Auditor's office.**
4. **Section 21-8-13 of the Mississippi Code of 1972, annotated and amended.**

Five signed copies of your proposal should be submitted in the following format:

1. **Information as to your firm's background and experience in auditing programs financed by state, local and county governments, nonprofit organizations and commercial entities.**
2. **Profile of the firm, including location of office(s), number of partners, managers, supervisors, seniors and other professional staff.**
3. **An itemization of the audit services to be performed by your firm.**
4. **Résumés indicating qualifications of the staff member(s) to be assigned to perform the audit services. Minimum information for each should include position in the firm, total years and types of experience, a description of the audit team composition, and the contemplated overall supervision of the audit services.**
5. **Estimates of the starting dates, completion dates, and total number of working days needed to complete the variously selected audit services.**
6. **A statement of your firm's understanding of the work to be performed, including your firm's planned approach and the methods that will be used to complete the audit services.**
7. **The name of the person who will serve as your firm's contact with the City of Hattiesburg. Please include also the contact's mailing address, email address and phone number.**

Evaluation of each proposal will be based on the following criteria:

1. **Prior auditing experience**
    a. **Audits of state, county or local governments**
    b. **Audits of nonprofit organizations**
    c. **Audits of commercial entities**
2. **Organization and location of your firm**
    a. **Size and structure (with relation to the delivery date and audit services to be performed)**
    b. **Location (in relation to City of Hattiesburg)**
3. **Qualifications of staff to be assigned to the audit, based on résumés submitted; factors to be considered include education, position in firm, and years and types of experience.**
4. **The firm's understanding of audit services to be performed**
    a. **Overall approach to the audit services, methods to be used to achieve adequate audit coverage, and ability to maintain continuity of the project**
    b. **Realistic time estimates of the audit work**
5. **Price per audit**

PROPOSALS MUST BE SUBMITTED BY OCTOBER 24, 2014

DELIVER TO: **Hattiesburg City Council**
City Hall
200 Forrest Street
Hattiesburg, MS 39401

MAIL TO: **Hattiesburg City Council**
P.O. Box 1898
Hattiesburg, MS 39403-1898

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

October 17, 2014

ADDENDUM #1

SPECIFICATIONS FOR: Request for Proposals seeking proposals for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's comprehensive annual financial report and for general purpose financial statement of the Combined Water and Sewer System for the Fiscal year ending September 2014. .

Specifications issued on the aforementioned item read as follows:
Proposals must be submitted by October 24, 20104..

The aforementioned specifications are hereby amended to read as follows:
Proposals must be submitted by November 20, 2014.

City of Hattiesburg

Kermas Eaton, Deputy City Clerk

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Willoughby Wright
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Michael Guel
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Gulfport, MS 39502-0129

Eaton, Kermas

From: Eaton, Kermas
Sent: Tuesday, October 21, 2014 12:20 PM
To: 'esims@cricpa.com'
Subject: Addendum#1 Auditing
Attachments: 0620_001.pdf

Carr Riggs & Ingram

Eaton, Kermas

From: Eaton, Kermas
Sent: Friday, October 03, 2014 3:11 PM
To: 'whithavenlevi@bellsouth.net'
Subject: Audit RFP
Attachments: Audit.pdf

Eaton, Kermas

From: Eaton, Kermas
Sent: Friday, October 03, 2014 3:12 PM
To: 'bcamper@btcjrcpa.com'
Subject: RFP Audit
Attachments: Audit.pdf

City Council

From: Elton Sims <esims@cricpa.com>
Sent: Tuesday, December 23, 2014 4:57 PM
To: City Council
Subject: RE: CAFR

Debbie,
Our proposal does include time for preparation of the CAFR. We will be happy to assist but will need management assistance with the Management Discussion and Analysis section. Please advise if any further questions.
Merry Christmas!
Elton Sims

Elton Sims, CPA
Partner
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282 Commerce Park Drive
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blog.CRIcpa.com

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From: City Council [mailto:council@hattiesburgms.com]
Sent: Tuesday, December 23, 2014 3:46 PM
To: Elton Sims
Subject: CAFR

Hi Mr. Sims,

Please send the email to me verifying that your firm would do a CAFR as part of your proposal. Thanks very much.

Debbie Bernardo

Bernardo, Debbie

From: John D. Prentiss, CPA <prentiss@pwlcpa.com>
Sent: Friday, December 26, 2014 1:36 PM
To: Bernardo, Debbie
Subject: RE: CAFR

The proposal we provided includes the work to prepare a CAFR for the City of Hattiesburg. Of course statistical information presented in the statistical section must be provided by the City for us to report in the statistical tables. In addition, the MD&A and Letter of transmittal are to be prepared by city personnel and we will include these in the CAFR as well.

Thank you for the opportunity to propose on your audit.

PILTZ, WILLIAMS, LAROSA & COMPANY

John D. Prentiss, CPA
Certified Quickbooks ProAdvisor
1077 Tommy Munro Drive
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Biloxi, MS 39533
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Directions to Our Office

"We Listen, We Respond"

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From: Bernardo, Debbie [mailto:dbernardo@hattiesburgms.com]
Sent: Tuesday, December 23, 2014 4:01 PM
To: 'prentiss@pwlcpa.com'
Subject: CAFR

Hi Mr. Prentiss,

Please sent your email verifying that your firm would conduct a CAFR to this email. Thanks very much.

Debbie Bernardo
Clerk of Council

Bernardo, Debbie

From: John D. Prentiss, CPA <prentiss@pwlcpa.com>
Sent: Friday, December 26, 2014 1:43 PM
To: Bernardo, Debbie
Subject: RE: CAFR

I do need to clarify that even though our proposal includes preparation of a CAFR, the application fee to submit the CAFR to GFOA is the responsibility of the City. This application fee for a city your size would be in the $500 - $1,500 range. We will provide assistance with submission of the CAFR responses to CAFR findings/questions.

PILTZ, WILLIAMS, LAROSA & COMPANY

John D. Prentiss, CPA
Certified Quickbooks ProAdvisor
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Directions to Our Office

"We Listen, We Respond"

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From: Bernardo, Debbie [mailto:dbernardo@hattiesburgms.com]
Sent: Tuesday, December 23, 2014 4:01 PM
To: 'prentiss@pwlcpa.com'
Subject: CAFR

Hi Mr. Prentiss,

Please sent your email verifying that your firm would conduct a CAFR to this email. Thanks very much.

Debbie Bernardo
Clerk of Council

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

January 5, 2015

In re: Audit Proposals

Dear Sirs/Ladies:

After review of the criteria of the following companies, to-wit: **Carr, Riggs & Ingram, LLC; Nicholson & Company; and Booker T. Camper, Jr., CPA**, is my opinion that the aforementioned companies have met the standards for consideration of receiving the audit proposals for the fiscal year ending 9/30/2014. After this review I have determined that it appears be in the best interest of all involved that my findings be turned over to Connie Everett, CFO for final review and approval. This decision was made after consideration of Mrs. Everett's prior experience with various accounting firms. I am of the opinion that my task for this project is complete.

Sincerely,

Kermas Eaton,
Deputy City Clerk

EA/pmm

City Council

From: Waits, Sharon
Sent: Tuesday, January 06, 2015 10:22 AM
To: City Council
Subject: FW: City of Hattiesburg

This is the response I received from Mr. Sims in regard to reassurances that the audit can be completed within the time frame we require.

Sharon

From: Elton Sims [mailto:esims@cricpa.com]
Sent: Tuesday, January 06, 2015 9:47 AM
To: Waits, Sharon
Subject: City of Hattiesburg

Sharon,
Thank you for taking the time to discuss the City's needs and concerns relative to the upcoming audit. We realize the timeframe is now tight but, if selected, we stand ready to serve and would be totally committed to seeing this project through in a quality manner, but also in a timely manner, knowing that we would need to complete our work in May. Our office has a very light income tax season but a heavy audit season relative to December 31 fiscal year-ends. Thus, our office has commitments will begin subsiding in March rather than mid-April, the traditional end to tax busy season.
This would be an important client for our firm and we look forward to the opportunity to serve you. As a native of Hattiesburg, I am personally committed to seeing this project through to a successful completion.

Elton Sims
Managing Partner, Jackson MS office



Elton Sims, CPA
Partner
Carr, Riggs & Ingram, LLC
282 Commerce Park Drive
Ridgeland, MS 39157
Voice: 601-853-7050
Fax: 601-790-6618
Mobile: 601-209-2102
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blog.CRIcpa.com

****

The information contained in this message may be privileged and confidential and protected from disclosure. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary,

Ameriprise Financial

Scott E. Polk
Financial Advisor
Vice President

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Toll Free: 866.535.3008
scott.polk@ampf.com
ameripriseadvisors.com/scott.polk

January 6, 2015

Ms. Debbie Bernardo, Clerk of the Council
City Hall
200 Forrest Street
Hattiesburg, MS 39401

Debbie,

Per the request of Mary Dryden, I am sending you my opinion after the many different conversations that I have had, and the research that I have done on the Ridgeland, MS based office of Carr, Riggs, and Ingram.

Most importantly, I think that Mary is absolutely doing the right thing by going outside of Hattiesburg to get a fresh and unbiased audit for the City.

My initial resource through this vetting process is a CPA who worked with the firm Davenport, Holliday, and Spring that was purchased by Carr, Riggs, and Ingram not long ago. Robin Word, who I have used as not only my CPA but have trusted my reputation with him by referring him to my clients, is one of the most professional people that I have ever worked with. During his time with Davenport, Holiday, and Spring, Robin worked closely with Dan Holliday. Dan is now the managing partner at Carr, Riggs, and Ingram.

I have spoken to Dan (along with Elton Sims) and it didn't take long for me to see where Robin learned his approach to working closely with clients. As you know, a CPA is asked to review things that are not always black and white. I have no question that the firm Carr, Riggs, and Ingram is not only extremely capable of digging deep into that grey area, but also present the findings to you in professional yet simple and understandable format. I am happy to recommend Carr, Riggs, and Ingram to audit my hometown of Hattiesburg, Ms.

Please call me for any other assistance that I may be able to provide.

Scott E. Polk

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CRI CARR RIGGS & INGRAM
CPAs and Advisors

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(601) 853-9331 (fax)
www.cricpa.com

CLIENT COPY

January 8, 2015

Mr. Kim Bradley, President
Hattiesburg City Council
P.O. Box 1898
Hattiesburg, MS 39403-1898

We are pleased to confirm our understanding of the services we are to provide for the City of Hattiesburg, Mississippi ("the City") for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2014. We will also audit the financial statements of the City of Hattiesburg, Mississippi Combined Water and Sewer System for the year ended September 30, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI of the City is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Information
3. Schedule of Retirement System Funding Progress

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal and State Awards
2. Combining and Individual Non-major Fund Financial Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory Section
2. Statistical Section

Audit Objectives
The objective of our audits is the expression of an opinion as to whether the basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of 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, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audits will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major programs in accordance with Circular A-133 and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities
Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the

compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls
Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures-Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. The audit documentation for this engagement will be retained for a minimum of

five years after the date the auditors' report is issued or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Elton Sims is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Dispute Resolution
In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

Engagement Fees and Report Deliverables
Our fees for these services will be based on the actual time spent, plus travel and other actual expenses (e.g., report production, typing, telephone and postage). However, our total professional fee will not exceed the amount summarized below.

Our invoices for the fee will be rendered each month as work progresses and are payable on presentation. We currently estimate that our fee for the audit for fiscal year 2014 will be as follows:

Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS):

* Comprehensive annual financial report for the City for the year ended September 30, 2014	$ 85,000
* Combined Water and Sewer System financial statements and supplementary information for the year ended September 30, 2014	$ 15,000

Our professional fee is based on the following assumptions: (i) personnel for the City will prepare schedules and analyses and provide us with supporting documents, as requested, (ii) the City's major programs and funds will be similar to the prior year, and (iii) there will be no significant changes in government services or operations.

Assuming we receive full cooperation from management and no circumstances occur which are beyond our control, we will provide a draft copy of our audit report on the financial statements for the year ended September 30, 2014 no later than May 31, 2015.

Other auditing services and financial assistance not provided for in this agreement will be agreed to and a fee established for said service prior to conducting any additional work.

We appreciate the opportunity to be of service to the City of Hattiesburg, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the copy and return it to us.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Hattiesburg, Mississippi.

By: _____

Title: City Council President

Date: 1-6-15

EideBailly
CPAs & BUSINESS ADVISORS

System Review Report

January 31, 2014

To the Partners of Carr, Riggs & Ingram, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC applicable to non-SEC issuers in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

Eide Bailly LLP

Eide Bailly LLP