

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, July 8, 2014

5:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. Approval of Minutes

for the June 2, 3, 16 and 17, 2014, meetings of the City Council.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2014-1213

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

Attachments:

Adopt Resolutions MEMO 7-8-14

1. 46 Longino Rd.

executed 1. 46 Longino Rd. RES#2014-125

2. 103 1/2 Cypress Ave.

executed 2. 103 12 Cypress Ave. RES#2014-126

3. 209 Old Airport Rd.

executed 3. 209 Old Airport Rd. RES#2014-127

4. 509 Chancellor Rd.

executed 4. 509 Chancellor Rd. RES#2014-128

5. 806 Jordan Ave.

executed 5. 806 Jordan Ave. RES#2014-129

6. 3407 Tiltree Rd.

executed 6. 3407 Tiltree Rd. RES#2014-130

7. 3500 Peach St.

executed 7. 3500 Peach St. RES#2014-131

8. 3600 Essex St.

executed 8. 3600 Essex St. RES#2014-132

9. 516 E. 6th St.

executed 9. 516 E. 6th St. RES#2014-133

10. 601 Short 6th St.

executed 10. 601 Short 6th St. RES#2014-134

11. 603 Short 6th St.

executed 11. 603 Short 6th St. RES#2014-135

12. 3208 Rosewood Dr.

executed 12. 3208 Rosewood Dr. RES#2014-136

13. 6553 Hwy 49

executed 13. 6553 Hwy 49 RES#2014-137

14. 802 Whitney St.

executed 14. 802 Whitney St. RES2014-138

15. 803 Whitney St.

executed 15. 803 Whitney St. RES#2014-139

VI.-2 2014-171

Adopt a Resolution changing the time of the August 5, 2014, City Council meeting to 4 p.m. to allow city officials to participate in the City of Hattiesburg's National Night Out Against Crime activities.

Attachments: RES-Night Out Time Change
executed RES-Night Out Time Change RES#2014-140

VI.-3 2014-1226

Adopt a Resolution amending the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project); Approving a corresponding amendment to the Interlocal Agreement associated therewith; and for related purposes.

Attachments: City Resolution for adoption 2d addendum to AR TIF Plan RDFv1 063014
executed City Resolution for adoption 2d addendum to AR TIF Plan RDFv1 063

VI.-4 2014-1218

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Requisition No. 11
executed 2013 Bond Requisition No. 11 RES#2014-142

VI.-5 2014-1198

Adopt Resolution authorizing the filing of applications with Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal Transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code, and other Federal statutes administered by the Federal Transit Administration. (FTA 2014)

Attachments: FTA Grant MS-90-X90 COH Grant FY2012
Authorizing Resolution
executed Authorizing Resolution RES#2014-143

VI.-6 2014-1200

Amend and correct Resolution adopted March 18, 2014 at (MB 2014-77) declaring vehicles surplus (per attached list) and authorizing the sale of said vehicles at public auction due to an error in the year of a vehicle.

Attachments: Amend Surplus Vehicles MEMO 7-8-14
Amend Surplus Vehicle Resolution 7-8-14
executed Amend Surplus Vehicle Resolution 7-8-14

VI.-7 2014-1202

APPROVE or DENY to Adopt an Ordinance, for the petition filed by Frankie L. Benton, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Attachments: June PC Minutes (DRAFT)
Image Sheet - 1710 James St (Benton)
Staff Summary - 1710 James St (Rezoning)
Ordinance - 1710 James (Benton)
executed Ordinance - 1710 James (Benton) ORD#3136

VI.-8 2014-1203

APPROVE or DENY to Adopt an Ordinance for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Attachments: June PC Minutes (DRAFT)
Image Sheet - J Ed Turner Dr (Eye)
Staff Summary - 0 J Ed Turner Road (Zoning Designation)
Ordinance -J Ed Turner (Eye)
executed Ordinance -J Ed Turner (Eye) ORD#3137

VI.-9 2014-1201

APPROVE or DENY the petition filed by Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, to request a variance from Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN# 16475, Ward 4). The subject property is zoned B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Attachments: June PC Minutes (DRAFT)
 Image Sheet - McAlisters
 Staff Summary - McAlister's (Setback Variance)

VI.-10 2014-1209

Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Hawkins Elementary Safe Routes to School project (Project Number SRSP-7207-00(004)LPA/106877-401000); Authorize Mayor to execute duplicate originals.

Attachments: MOU 106879 Hawkins
 executed MOU 106879 Hawkins

VI.-11 2014-1210

Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Tuscan Avenue Pedestrian Improvement project (Project Number STP-7197-00(002)LPA/106879-701000); Authorize Mayor to execute duplicate originals.

Attachments: MOU 106879 Tuscan
 executed MOU 106879 Tuscan

VI.-12 2014-1227

Authorize Mayor to provide Notice of Termination of the Agreement for the Treatment of Wastewater between the City of Hattiesburg, Mississippi and Groundworx, LLC as provided for in Section 6.21.1 of the aforementioned agreement.

Attachments: Notice of Termination Letter to Groundworx (01846458)

VI.-13 2014-1222

Approve Supplemental Agreement No. 2 with 4-D Construction, Inc. for the COMSWIP Highway 98 West Fire Lines Project, increasing the total contract amount by \$9,000.00; Authorize Mayor to execute in quadruplicate.

Attachments: Supplemental Agreement No. 2 - Fire Lines
executed Supplemental Agreement No. 2 - Fire Lines

VI.-14 2014-1211

Authorize Mayor to execute in duplicate Supplemental Agreement No. 2 with Warren Paving, Inc. for the 4th Street Expansion Project (Project No. HPP-8750-00(003)LPA 104873/801000) to extend the contract term 26 days due to inclement weather and other unforeseeable delays.

Attachments: Supplemental Agreement No. 2 - Warren Paving
executed Supplemental Agreement No. 2 - Warren Paving

VI.-15 2014-1208

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 19 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$42,492.86.

Attachments: Request for Cash No 19
executed Request for Cash No 19

VI.-16 2014-1229

Authorize Mayor to execute in quadruplicate Supplemental Agreement No. 1 with D&M Clark Construction, LLC to adjust quantities to final on the Drainage Improvements to Gordon Creek at the Bakery Building Project, for a final net reduction to the contract in the amount of \$58.92; Authorize advertisement of Final Settlement on said project.

Attachments: Cover Letter
Supplemental Agreement 1 - D&M Clark
executed Supplemental Agreement 1 - D&M Clark
Closing Documents
NOTICE OF FINAL SETTLEMENT-Gordon Creek at the Bakery Bldg
executed NOTICE OF FINAL SETTLEMENT-Gordon Creek at the Bakery Bldg

- VI.-17** 2014-1188 Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of delinquent taxes collected by the Chancery Clerk of Lamar County, for a fee of \$8.00 per parcel, for the cost of researching land records for notifying owners and lienors of maturity dates, for a period of two years beginning on July 1, 2014.

Attachments: Lamar Cty Interlocal Agrmnt Delinquent Taxes
executed Lamar Cty Interlocal Agrmnt Delinquent Taxes

- VI.-18** 2014-1204 Authorize Mayor to Execute Memorandum of Agreement in duplicate with the Mississippi Department of Transportation for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization to develop the 2040 Long Range Transportation Plan for the Hattiesburg Urbanized area by authority under the provisions of Section 65-1-8, 65-1-77, 79-11-101, and 79-11-151 of Miss. Code Ann. (1972). (MPO 2014)

Attachments: Hattiesburg LRTP MOA 2040
executed Hattiesburg LRTP MOA 2040

- VI.-19** 2014-1191 Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2014 to June 30, 2015, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Attachments: Fire Protection Agreement 1year 2014-2015
executed Fire Protection Agreement 1year 2014-2015

- VI.-20** 2014-1197 Authorize the Mayor to execute agreement /contract for HUB City Transit System for the Operating Preventative Maintenance and Capital amount of \$1,170,692.00

Attachments: FTA Grant MS-90-X90 COH Grant FY2012

- VI.-21** 2014-1220 Authorize Mayor to execute in duplicate Service Agreement between the City and the University of Southern Mississippi for the City of Hattiesburg Youth Master Plan.

Attachments: Youth Master Plan Agreement

VI.-22 2014-1207

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2014 City of Hattiesburg Action Plan in the amount of \$508,306 in Community Development Block Grant Program funds (CDBG) and \$235,869 in HOME Investment Partnership Program funds (HOME). {Entitlement}

Attachments: CDBG & HOME Grant Agreements - partially executed
executed CDBG & HOME Grant Agreements - partially executed

VI.-23 2014-1216

Adopt an order to approve the sale of a personal service weapon to retiring Police Sergeant Bryan Morse pursuant to Mississippi Code Annotated 45-9-131

Attachments: Service Weapon-Bryan Morse

VI.-24 2014-1219

Acknowledge receipt of the Five-Year Plan for Fiscal Years 2014-2018 and Annual Plan for 2014 for the Hattiesburg Housing Authority, on file with the City Clerk.

Attachments: PHA Plan

VI.-25 2014-1232

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.

Attachments: Engagement Letter - City of Hattiesburg - Groundworx Litigation (01855930)
executed Engagement Letter - City of Hattiesburg - Groundworx Litigation (0185

VI.-26 2014-1178

Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

Attachments: Regions Parking Agreement
Regions Parking Agreement - Revised
executed Regions Parking Agreement - Revised

VII. ROUTINE AGENDA

VII.-1 2014-1194

Authorize the Mayor to execute rental agreement between the City of Hattiesburg and RJ Young for a copier located in the City Clerk's office for a period of 48 months, at a cost of \$ 298.00 for equipment , supplies and maintenance.

Attachments: Copier agreement-city clerk's
executed Copier agreement-city clerk's

VII.-2 2014-1193

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young for a copier located in the Police/ Fire Training Academy for a period of 48 months, at a cost of \$236.00 per month.

Attachments: Agreement of Copier- Fire & Training Academy
executed Agreement of Copier- Fire & Training Academy

VII.-3 2014-1225

Acknowledge receipt of letter from the Hattiesburg Tourism Commission stating that, during the 45-day period required by House Bill 1642, no signatures were submitted requesting a referendum on the continuance of the special 2% hotel tax in the city limits of Hattiesburg, thus confirming that the special sales tax on hotel rooms shall remain in effect.

Attachments: VisitHattiesburg Council Agenda Request

VII.-4 2014-1214

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2014 through June 30, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: 07-08-UAB Docket

VII.-5 2014-1217

Acknowledge bids received on June 30, 2014 for Building Materials and Supplies for the 4th Street Medical Clinic and accept the bid from Marvin's Building Supply at a cost of \$8,875.69 as the lowest and best complete bid received.

Attachments: 07-08-Accept Medical Clinic Supplies

VII.-6 2014-1184

Acknowledge bids received June 12, 2014 for the Water and Sewer Extension along W. L. Runnels Industrial Drive project and accept bid from Myers Underground Utilities, LLC for \$221,701.50 as being the lowest and best bid; Authorize Mayor to execute contracts for same when prepared.

Attachments: Certified Bid Tab

VII.-7 2014-1192

Approve the issuance of taxi permit for David Matthew Pope to drive for Yellow Cab Company.

Attachments: Permit-Pope
 executed Permit-Pope

VII.-8 2014-1195

Approve the sale of grave spaces, per attached memo.

Attachments: Grave receipts 7-8-14
 Grvae Deeds-7-8-14
 executed Grvae Deeds-7-8-14

VII.-9 2014-1205

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

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Docs

VII.-10 2014-1206

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

Attachments: MEMORANDUM-Manual Checks-HOME
 HOME Supporting Docs

VII.-11 2014-1196

Approve claims docket for the period ending June 30, 2014.

Attachments: Copy of DOCKET 14 06-30

VII.-12 2014-1230

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2013, from Nicholson & Company, P.A. (on file in the City Clerk's Office).

Attachments: City of Hattiesburg Water & Sewer Audit 9-30-2013

VII.-13 2014-1231

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

Attachments:

Final City of Hattiesburg MS YE 9-30-2013 Audit

Nicholson & company letter to Council, 2013 Audit Findings

Nicholson & Company letter to Council, 2013 Audit, Significant Deficiencies



City of Hattiesburg, MS

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

Master

File Number: 2014-1213

File ID: 2014-1213

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2014

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

Final Action: 07/08/2014

Minute Book Number: MB2014-186

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Adopt Resolutions MEMO 7-8-14, 1. 46 Longino Rd., executed 1. 46 Longino Rd. RES#2014-125, 2. 103 1/2 Cypress Ave., executed 2. 103 12 Cypress Ave. RES#2014-126, 3. 209 Old Airport Rd., executed 3. 209 Old Airport Rd. RES#2014-127, 4. 509 Chancellor Rd., executed 4. 509 Chancellor Rd. RES#2014-128, 5. 806 Jordan Ave., executed 5. 806 Jordan Ave. RES#2014-129, 6. 3407 Tiltree Rd., executed 6. 3407 Tiltree Rd. RES#2014-130, 7. 3500 Peach St., executed 7. 3500 Peach St. RES#2014-131, 8. 3600 Essex St., executed 8. 3600 Essex St. RES#2014-132, 9. 516 E. 6th St., executed 9. 516 E. 6th St. RES#2014-133, 10. 601 Short 6th St., executed 10. 601 Short 6th St. RES#2014-134, 11. 603 Short 6th St., executed 11. 603 Short 6th St. RES#2014-135, 12. 3208 Rosewood Dr., executed 12. 3208 Rosewood Dr. RES#2014-136, 13. 6553 Hwy 49, executed 13. 6553 Hwy 49 RES#2014-137, 14. 802 Whitney St., executed 14. 802 Whitney St. RES#2014-138, 15. 803 Whitney St., executed 15. 803 Whitney St. RES#2014-139

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1 City Council 07/08/2014 Adopt Pass

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

Council President Bradley asked if all of the resolutions are for 15 days; Attorney Lawrence confirmed that they are. Mr. Lawrence stated that he was unable to reach the attorney regarding Case Number 13, but said the city will adopt the resolution and he will ask that it not be recorded at this time so that he can verify [the arrangement] with the attorney.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1213

Title

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

Summary

Unsafe Properties Resolutions, 7-8-14

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

TO: Mayor and City Council

FROM: Wiley Quinn Jr., Code Enforcement Manager

DATE: June 30, 2014

RE: Adopt Resolutions

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

Case:	Address	Parcel #	Ward	Violation
1.	46 Longino Rd.	165-D-5575-1-240	5	AB, DB, OGL, T&L
2.	103 ½ Cypress Ave.	31-184-1-8	5	AB, DB, OGL, T&L
3.	209 Old Airport Rd.	167-B-10120-135	5	AB, DB, OGL, T&L
4.	509 Chancellor Rd.	167-B-10120-256	5	AB, DB, OGL, T&L
5.	806 Jordan Ave.	31-628-24-10	5	AB, DB, OGL, T&L
6.	3407 Tiltree Rd.	15-786-3-6	3	AB, OGL, T&L
7.	3500 Peach St.	13-864-2-7	3	AB, OGL, T&L
8.	3600 Essex St.	13-864-1-5	3	AB, OGL, T&L
9.	516 E. 6 th St.	34-444-43-10	2	AB, DB, OGL, T&L
10.	601 Short 6 th St.	34-340-5-16	2	AB, DB, OGL, T&L
11.	603 Short 6 th St.	34-340-5-21	2	AB, DB, OGL, T&L
12.	3208 Rosewood Dr.	10-1009-46	1	AB, OGL, T&L
13.	6553 Hwy 49	9-1050-13-B	1	AB, DB, OGL, T&L
14.	802 Whitney St.	34-992-5-2	2	AB, DB, OGL, T&L
15.	803 Whitney St.	34-992-2-2	2	AB, DB, OGL, T&L

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 165-D-5575-1-240, 46 Longino Rd. and better described as A part of Lot Five (5), Block One (1) of the D.E. McInnis Subdivision of the East half of the Southeast Quarter (E ½ of the SE ¼) of Sec. 22, Township 4 North, Range 13 West, in Forrest County, Mississippi, and more particularly described as follows, to-wit:

Begin 100 ft West of the Northeast corner of Lot 5 thence run West 60 ft, thence run South 125 ft, thence run East 10 ft, thence run South 75 ft, thence run East 50 ft, thence run North 200 feet to P.O.B. of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Dorothy Alford

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
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City Clerk's Office
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Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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Parcel: 165-D-5575-1-240, 46 Longino Rd. and better described as A part of Lot Five (5), Block One (1) of the D.E. McJnris Subdivision of the East half of the Southeast Quarter (E ½ of the SE ¼) of Sec. 22, Township 4 North, Range 13 West, in Forrest County, Mississippi, and more particularly described as follows, to-wit:

Begin 100 ft West of the Northeast corner of Lot 5 thence run West 60 ft, thence run South 125 ft, thence run East 10 ft, thence run South 75 ft, thence run East 50 ft, thence run North 200 feet to P.O.B. of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Dorothy Alford

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Debra K Burando
CLERK OF COUNCIL

ADOPTED:

Tim Carroll
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon White, DC
CITY CLERK

APPROVED:

John F. Dwyer
MAYOR

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

Return to:
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Parcel: 31-184-1-8, 103 ½ Cypress Ave. and better described as Lot 10, Block 59 of the M. J. Epley Subdivision of the D.D. McInnis Third Survey, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Boaz Tax Sale Properties, S&S Properties, LLC., Nathan Bourn, Sr., Teatyvine C. Bourn

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 31-184-1-8, 103 ½ Cypress Ave. and better described as Lot 10, Block 59 of the M. J. Epley Subdivision of the D.D. McInnis Third Survey, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Boaz Tax Sale Properties, S&S Properties, LLC., Nathan Bourn, Sr., Teatyvine C. Bourn

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Dulra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Phil Brackley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Winters, DC
CITY CLERK

APPROVED:

Sharon Winters
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 167-B-10120-135, 209 Old Airport Rd. and better described as Beginning at the Northeast corner of the southeast quarter of the southeast of section 26, township 4 North, range 13 west, Forrest County, Mississippi and run West to right-of-way of Gulf & Ship island railroad, thence in a Southeasterly direction along the Eastern boundary of said railroad right-of-way a distance of 140 yards to the Point of beginning, thence East 70 yards, thence North 35 yards, thence West to Eastern boundary of said railroad right-of-way to Point of Beginning, containing ½ acre more or less being in Southeast quarter of Southeast quarter of section 26, Township 4 North, range 13 west, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Willie Clark, Jr., Stamp House Holdings, LLC,

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 167-B-10120-135, 209 Old Airport Rd. and better described as Beginning at the Northeast corner of the southeast quarter of the southeast of section 26, township 4 North, range 13 west, Forrest County, Mississippi and run West to right-of-way of Gulf & Ship island railroad, thence in a Southeasterly direction along the Eastern boundary of said railroad right-of-way a distance of 140 yards to the Point of beginning, thence East 70 yards, thence North 35 yards, thence West to Eastern boundary of said railroad right-of-way to Point of Beginning, containing ½ acre more or less being in Southeast quarter of Southeast quarter of section 26, Township 4 North, range 13 west, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Willie Clark, Jr., Stamp House Holdings, LLC,

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Dulce R. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Watts, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 167-B-10120-256, 509 N Chancellor Rd. and better described as Commencing at the southwest corner of the southeast quarter of the northwest quarter (SE ¼ NW ¼) of section 26, township 4 North, range 13 west, in Forrest County, Mississippi and run thence north and along the west line of aforesaid southeast quarter of northwest quarter (SE ¼ NW ¼) for a distance of 170 feet for the point of beginning.

From this point of beginning, continue north for a distance of 71 feet; thence east for a distance of 215.5 feet; thence north for a distance of 60 feet; thence west for a distance of 215.5; thence north and along west line of said 40 four a distance of 435.6 feet ; thence west for a distance of 660 feet to the west line of southeast quarter of the northwest quarter (SE ¼ NW ¼) and/or the point of beginning.

Said parcel of land lying and being situated in and forming a pail of the west half (W 1/2) of the southeast quarter of the northwest quarter (SE ¼ NW ¼) of section 26, township 4 north, range 13 west, in Forrest County, Mississippi containing six and three-tenth (6.3) acres, more or less.

Together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Frank W. Franklin, Dorothy Applewhite, Judy Franklin Lewis, Larry D. Lewis, Sr., Jimmy L. Franklin, and Kathryn S. Franklin

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 167-B-10120-256, 509 N Chancellor Rd. and better described as Commencing at the southwest corner of the southeast quarter of the northwest quarter (SE ¼ NW ¼) of section 26, township 4 North, range 13 west, in Forrest County, Mississippi and run thence north and along the west line of aforesaid southeast quarter of northwest quarter (SE ¼ NW ¼) for a distance of 170 feet for the point of beginning.

From this point of beginning, continue north for a distance of 71 feet; thence east for a distance of 215.5 feet; thence north for a distance of 60 feet; thence west for a distance of 215.5; thence north and along west line of said 40 four a distance of 435.6 feet ; thence west for a distance of 660 feet to the west line of southeast quarter of the northwest quarter (SE ¼ NW ¼) and/or the point of beginning.

Said parcel of land lying and being situated in and forming a pail of the west half (W 1/2) of the southeast quarter of the northwest quarter (SE ¼ NW ¼) of section 26, township 4 north, range 13 west, in Forrest County, Mississippi containing six and three-tenth (6.3) acres, more or less.

Together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Frank W. Franklin, Dorothy Applewhite, Judy Franklin Lewis, Larry D. Lewis, Sr., Jimmy L. Franklin, and Kathryn S. Franklin

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.
4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

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

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Sharon K. Bernards
CLERK OF COUNCIL

ADOPTED

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon White, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 31-628-24-10, 806 Jordan Ave. and better described as the unexpired portion of a 99 year lease hold interest described as follows: Begin 150 feet Southwest of the North corner of Lot 4 SE 100 feet; SW 50 feet; NW 100 feet; NE 50 feet to point of beginning, Block 50 D.D. McInnis 3rd. Map or plat of said Subdivision is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: U.S. Small Business Administration, State of Mississippi, and Addie A. Coleman

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 31-628-24-10, 806 Jordan Ave. and better described as the unexpired portion of a 99 year lease hold interest described as follows: Begin 150 feet Southwest of the North corner of Lot 4 SE 100 feet; SW 50 feet; NW 100 feet; NE 50 feet to point of beginning, Block 50 D.D. McInnis 3rd. Map or plat of said Subdivision is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: U.S. Small Business Administration, State of Mississippi, and Addie A. Coleman

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Diane R Bernero
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Walters, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 15-786-3-6, 3407 Tiltree Rd. and better described as Lot 14 of Regency Estates Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: E-Loan, Inc., and Paula K. Sill

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 15-786-3-6, 3407 Tiltree Rd. and better described as Lot 14 of Regency Estates Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: E-Loan, Inc., and Paula K. Sill

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Debra R. Bernardo
CLERK OF COUNCIL

ADOPTED:

Rich Brack
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon White, D.C.
CITY CLERK

APPROVED:

Sharon White
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 13-864-2-7, 3500 Peach St. and better described as Lot 8, less the West 18 feet thereof in block 2, of the Sunny Acres Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: The First, A National Banking Association, Nationstar Mortgage, LLC., and John Andrew Kite, IV

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 13-864-2-7, 3500 Peach St. and better described as Lot 8, less the West 18 feet thereof in block 2, of the Sunny Acres Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: The First, A National Banking Association, Nationstar Mortgage, LLC., and John Andrew Kite, IV

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Julia X Berardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Winters, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 13-864-1-5, 3600 Essex St. and better described as Lot 11, Block 1, of the Sunny Acres Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: CZ, Inc.

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
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Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 13-864-1-5, 3600 Essex St. and better described as Lot 11, Block 1, of the Sunny Acres Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: CZ, Inc.

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Theresa Hernandez
CLERK OF COUNCIL

ADOPTED:-

F. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon White, D.C.
CITY CLERK

APPROVED:

Johnny F. Clark
MAYOR

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

Return to:
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RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-444-43-10, 516 E. 6th St. and better described as a part of lot (3 and 4) in block one hundred fourteen (114) of the Kamper and Whinnery Survey or addition to the City of Hattiesburg, Forrest County, Mississippi and more particularly described as:

Beginning sixty-one (61) feet west of the southeast corner of Lot four (4), and run thence north one hundred eighty-eighty (188) feet; thence run west fifty six (56) feet; thence run east fifty six (56) feet to the point of beginning. The above described property being also commonly known as municipal number 516, East 6th Street, Forrest County, Mississippi.

WHEREAS, the owner of the property is: Michael T. Williams, Green Springs Properties, Harrison Properties, Hazel Johnson Nelson, Eddie Lee Johnson, Linda Johnson Davis, and Velma Verlee Johnson

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, 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 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-444-43-10, 516 E. 6th St. and better described as a part of lot (3 and 4) in block one hundred fourteen (114) of the Kamper and Whinnery Survey or addition to the City of Hattiesburg, Forrest County, Mississippi and more particularly described as:

Beginning sixty-one (61) feet west of the southeast corner of Lot four (4), and run thence north one hundred eighty-eighty (188) feet; thence run west fifty six (56) feet; thence run east fifty six (56) feet to the point of beginning. The above described property being also commonly known as municipal number 516, East 6th Street, Forrest County, Mississippi.

WHEREAS, the owner of the property is: Michael T. Williams, Green Springs Properties, Harrison Properties, Hazel Johnson Nelson, Eddie Lee Johnson, Linda Johnson Davis, and Velma Verlee Johnson

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Jim Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon White, D.C.
CITY CLERK

APPROVED:

Jimmy S. Davis
MAYOR

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

Return to:
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Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-340-5-16, 601 Short 6th St. and better described as beginning at the northwest corner of Lot 9, thence run West 8.6 feet to the point of beginning, thence run South 54 ½ feet, thence run West 108.17 feet, thence run East 38.8 feet, thence run South 53.67 feet to the point of beginning, being a part of lots 7 and 8 in Block 32 of the G.L. Hawkins ETT A1 Subdivision, upon which land is situated house number 601 Short Sixth Street in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Long Land Investments, State of Mississippi, and Thad Myers

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

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

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

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

listed:

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

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

listed:

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

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Parcel: 34-340-5-16, 601 Short 6th St. and better described as beginning at the northwest corner of Lot 9, thence run West 8.6 feet to the point of beginning, thence run South 54 ½ feet, thence run West 108.17 feet, thence run East 38.8 feet, thence run South 53.67 feet to the point of beginning, being a part of lots 7 and 8 in Block 32 of the G.L. Hawkins ETT A1 Subdivision, upon which land is situated house number 601 Short Sixth Street in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Long Land Investments, State of Mississippi, and Thad Myers

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Ulisse K Bernado
CLERK OF COUNCIL

ADOPTED:

P. G. Crady
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Warts, D.C.
CITY CLERK

APPROVED:

Johnny J. Davis
MAYOR

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

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CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-340-5-21, 603 Short 6th St. and better described as beginning at the northwest corner of lot 9, thence run 26.4 feet east to the point of beginning; thence run south 54.5 feet, thence run west 35 feet, thence run north 108.17 feet, thence run east 35 feet, thence run south 53.67 feet to the point of beginning, being a part of lot 6, 7, 8, 9 and block 32 of the G.L. Hawkins, et al Subdivision of the Hardy and Scott subdivision of the City of Hattiesburg, according to the official map or plat thereof on file in the office of the Chancery Clerk, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi and Dorothy Arrington

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-340-5-21, 603 Short 6th St. and better described as beginning at the northwest corner of lot 9, thence run 26.4 feet east to the point of beginning; thence run south 54.5 feet, thence run west 35 feet, thence run north 108.17 feet, thence run east 35 feet, thence run south 53.67 feet to the point of beginning, being a part of lot 6, 7, 8, 9 and block 32 of the G.L. Hawkins, et al Subdivision of the Hardy and Scott subdivision of the City of Hattiesburg, according to the official map or plat thereof on file in the office of the Chancery Clerk, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi and Dorothy Arrington

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Debra R. Berardo
CLERK OF COUNCIL

ADOPTED:

P. J. Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon White, D.C.
CITY CLERK

APPROVED:

Sharon White
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 10-1009-46, 3208 Rosewood Dr. and better described as commencing at a point marking the SE corner of the Gomer Pound property on the west side of thirty-first avenue, in the City of Hattiesburg, and the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of section 6, township 4 N, range 13 W, Forrest County, Mississippi; run thence west along the south side of the Gomer Pound property a distance of 145 feet more or less, to a point on the west edge of a ditch marked by a chain linked fence corner, which is the point of beginning of this description; Continue thence west a distance of 833 feet, more or less, to the southeast corner of the Sheffield property; run thence north 81 feet to the Paselle corner, run thence east 120 feet along the south edge of the Paselle tract to the southeast corner of the Paselle tract; run thence north 170 feet along the east edge of the Paselle tract to Rosewood Drive; run east along Rosewood Drive 523 feet to a chain link fence corner; run thence southeasterly along said fence line 238 feet, more or less, to the point of beginning, less and except all oil, gas, and other minerals heretofore reserved by former owners, and being the same property as that conveyed to the grantors' deceased mother pursuant to warranty deed dated October 29, 1975 filed at 3:10 p.m. on October 31, 1975 and appearing of record in land deed book 413 at Page 439 on file in the office of the chancery clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging in the present condition.

WHEREAS, the owner of the property is: Dennis Alan Harger and Karen Speights Harger

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 10-1009-46, 3208 Rosewood Dr. and better described as commencing at a point marking the SE corner of the Gomer Pound property on the west side of thirty-first avenue, in the City of Hattiesburg, and the N ½ of the SW ¼ of NE ¼ of section 6, township 4 N, range 13 W, Forrest County, Mississippi; run thence west along the south side of the Gomer Pound property a distance of 145 feet more or less, to a point on the west edge of a ditch marked by a chain linked fence corner, which is the point of beginning of this description; Continue thence west a distance of 833 feet, more or less, to the southeast corner of the Sheffield property; run thence north 81 feet to the Pascille corner, run thence east 120 feet along the south edge of the Pascille tract to the southeast corner of the Pascille tract; run thence north 170 feet along the east edge of the Pascille tract to Rosewood Drive; run east along Rosewood Drive 523 feet to a chain link fence corner; run thence southeasterly along said fence line 238 feet, more or less, to the point of beginning, less and except all oil, gas, and other minerals heretofore reserved by former owners, and being the same property as that conveyed to the grantors' deceased mother pursuant to warranty deed dated October 29, 1975 filed at 3:10 p.m. on October 31, 1975 and appearing of record in land deed book 413 at Page 439 on file in the office of the chancery clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging in the present condition.

WHEREAS, the owner of the property is: Dennis Alan Harger and Karen Speights Harger

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Dulce K Berardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon White, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 9-1050-13-B, 6553 Hwy 49 and better described as a part of the northeast quarter of the southwest quarter and of the southeast quarter of the southwest quarter and of the northwest quarter of the southeast quarter of section 31, Township 5 N, range 13 W, in the City of Hattiesburg in Forrest County, Mississippi, containing 5 acres, more or less, and more particularly described as follows, to wit:

Commence at the southwest corner of the northeast quarter of the southwest quarter of said section 31, and thence run north for a distance of 250.6 feet, thence run north 68 degrees 51' east for a distance of 812.94 feet to the southwest right of way line of US Hwy No. 49, thence run south 43 degrees 21' east on and along said southwest right of way line of said Hwy for a distance of 40.4 feet, thence run north 46 degrees 39' east on and along said southwest right of way line of said Hwy for a distance of 20 feet, thence run southeasterly on and along said right of way line of said Hwy for a distance of 677.6 feet to and for the point of beginning; thence, from said point of beginning, continue southeasterly on and along said southwest right of way line to said Hwy No. 49 for a distance of 82.8 feet to the intersection of said right of way line with the south line of the northwest quarter of the southeast quarter of aforesaid section 31, thence run west on and along said south line of said northwest quarter of the southeast quarter for a distance of 35 feet to a southwest corner of said northwest quarter of the southeast quarter, thence run south on and along the east line of the southeast quarter of the southwest quarter of said section 31 for a distance of 926 feet, thence run west at parallel with the north line of said southeast quarter of the southwest quarter for a distance of 250 feet, thence run north and parallel with the west line of said southeast quarter of the southwest quarter for a distance of 736.6 feet, thence run north 43 degrees east for a distance of 329.4 feet (North 42 degrees 23' 37" east 330.57- actual per survey) back to the point of beginning.

WHEREAS, the owner of the property is: First Guaranty Bank, G.R. Harvill, INC., and Mississippi Hospitality Services, LLC.

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 9-1050-13-B, 6553 Hwy 49 and better described as a part of the northeast quarter of the southwest quarter and of the southeast quarter of the southwest quarter and of the northwest quarter of the southeast quarter of section 31, Township 5 N, range 13 W, in the City of Hattiesburg in Forrest County, Mississippi, containing 5 acres, more or less, and more particularly described as follows, to wit:

Commence at the southwest corner of the northeast quarter of the southwest quarter of said section 31, and thence run north for a distance of 250.6 feet, thence run north 68 degrees 51' east for a distance of 812.94 feet to the southwest right of way line of US Hwy No. 49, thence run south 43 degrees 21' east on and along said southwest right of way line of said Hwy for a distance of 40.4 feet, thence run north 46 degrees 39' east on and along said southwest right of way line of said Hwy for a distance of 20 feet, thence run southeasterly on and along said right of way line of said Hwy for a distance of 677.6 feet to and for the point of beginning; thence, from said point of beginning, continue southeasterly on and along said southwest right of way line to said Hwy No. 49 for a distance of 82.8 feet to the intersection of said right of way line with the south line of the northwest quarter of the southeast quarter of aforesaid section 31, thence run west on and along said south line of said northwest quarter of the southeast quarter for a distance of 35 feet to a southwest corner of said northwest quarter of the southeast quarter, thence run south on and along the east line of the southeast quarter of the southwest quarter of said section 31 for a distance of 926 feet, thence run west at parallel with the north line of said southeast quarter of the southwest quarter for a distance of 250 feet, thence run north and parallel with the west line of said southeast quarter of the southwest quarter for a distance of 736.6 feet, thence run north 43 degrees east for a distance of 329.4 feet (North 42 degrees 23' 37" east 330.57- actual per survey) back to the point of beginning.

WHEREAS, the owner of the property is: First Guaranty Bank, G.R. Harvill, INC., and Mississippi Hospitality Services, LLC.

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Debra K Bernado
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Watts, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-992-5-2, 802 Whitney St. and better described as Lot 2, Block 5 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi and Joe Fenner

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-992-5-2, 802 Whitney St. and better described as Lot 2, Block 5 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi and Joe Fenner

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

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

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

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

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

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

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

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Wente, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 17th day of June, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th of July, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel: 34-992-2-2, 803 Whitney St. and better described as Lot 2, Block 2 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Sinecure Investments, LLC., Adair Asset Management, and Rufus Houze

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

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

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

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

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

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

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

3. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

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WHEREAS, the owner of the property is: Sinecure Investments, LLC., Adair Asset Management, and Rufus Houze

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

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

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

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

Debra K Benson
CLERK OF COUNCIL

ADOPTED:

Pat Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 8th day of July, A.D., 2014

ATTEST:

Sharon Watts, D.C.
CITY CLERK

APPROVED:

Sharon Watts
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-171

File ID: 2014-171

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/02/2014

Brief Title: Resolution changing Council meeting time for
National Night Out

Final Action: 07/08/2014

Minute Book Number: MB2014-186-187

Title:

Adopt a Resolution changing the time of the August 5, 2014, City Council meeting to 4 p.m. to allow city officials to participate in the City of Hattiesburg's National Night Out Against Crime activities.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Night Out Time Change, executed RES-Night
Out Time Change RES#2014-140

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution changing the time of the August 5, 2014, City Council meeting to 4 p.m. to allow city officials to participate in the City of Hattiesburg's National Night Out Against Crime activities.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-171

Title

Adopt a Resolution changing the time of the August 5, 2014, City Council meeting to 4 p.m. to allow city officials to participate in the City of Hattiesburg's National Night Out Against Crime activities.

Summary

Resolution changing Council meeting time for National Night Out

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg has committed to inform all citizens to be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in the City; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are an important theme of the National Night Out Against Crime program; and

WHEREAS, on Tuesday, August 5th 2014, the annual National Night Out Against Crime program will be held in the City of Hattiesburg; and

WHEREAS, a successful Night Out event requires the participation of all city officials; and

WHEREAS, on October 22, 2013, the Hattiesburg City Council adopted Ordinance Number 3117, which authorized City Council meetings to be held on Tuesdays at 5:00 p.m.;

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council hereby change the time of the Tuesday, August 5, 2014 Council meeting to 4:00 p.m. to allow city officials to participate in the City of Hattiesburg’s National Night Out Against Crime activities.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 8th day of July 2014.

ATTEST:

ADOPTED:

DEPUTYCITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg has committed to inform all citizens to be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in the City; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are an important theme of the National Night Out Against Crime program; and

WHEREAS, on Tuesday, August 5th 2014, the annual National Night Out Against Crime program will be held in the City of Hattiesburg; and

WHEREAS, a successful Night Out event requires the participation of all city officials; and

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NOW THEREFORE BE IT RESOLVED that the Mayor and City Council hereby change the time of the Tuesday, August 5, 2014 Council meeting to 4:00 p.m. to allow city officials to participate in the City of Hattiesburg's National Night Out Against Crime activities.

The above and foregoing resolution, having been first reduced to writing, was introduced by Councilman Carroll, seconded by Councilman Delgado, and 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 8th day of July 2014.

(SEAL)

ATTEST:

Sharon K. Berard

CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 8th day of July 2014.

ATTEST:

Sharon White, D.C.
DEPUTY CITY CLERK

ADOPTED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1226

File ID: 2014-1226

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/02/2014

Brief Title: Turtle Creek Crossing TIF

Final Action: 07/08/2014

Minute Book Number: MB2014-187

Title:

Adopt a Resolution amending the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project); Approving a corresponding amendment to the Interlocal Agreement associated therewith; and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: City Resolution for adoption 2d addendum to AR TIF Plan RDFv1 063014, executed City Resolution for adoption 2d addendum to AR TIF Plan RDFv1 063014 RES#2014-141

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution amending the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project); Approving a corresponding amendment to the Interlocal Agreement associated therewith; and for related purposes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1226

Title

Adopt a Resolution amending the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project); Approving a corresponding amendment to the Interlocal Agreement associated therewith; and for related purposes.

Summary

Turtle Creek Crossing TIF

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The Mayor and City Council of the City of Hattiesburg, Mississippi (the “Governing Body” of the “City”), took up for consideration the matter of a proposed amendment to the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) (the “TIF Plan”), a corresponding amendment to the Interlocal Agreement associated with the TIF Plan, and a resolution regarding same. After a full consideration and discussion of the matter, Councilperson _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI AMENDING THE AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING PROJECT); APPROVING A CORRESPONDING AMENDMENT TO THE INTERLOCAL AGREEMENT ASSOCIATED THEREWITH; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body on June 17, 2014 did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI DETERMINING THE NECESSITY FOR AMENDING THE AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING PROJECT); PROVIDING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED AMENDMENT TO THE AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING PROJECT) BY WAY OF A SECOND ADDENDUM THERETO; AND FOR A CORRESPONDING AMENDMENT TO THE INTERLOCAL AGREEMENT ASSOCIATED THEREWITH; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in *The Hattiesburg American*, a newspaper having a general circulation within the City and was so published in said newspaper on June 26, 2014, as evidenced by the publisher’s proof of publication of the same presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body at City Hall, Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi at 4:00 p.m. on July 7, 2014 in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 4:00 p.m. on July 7, 2014, the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the Second Addendum to the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project), a copy of which is attached hereto as Exhibit "A" to this Resolution, and does hereby adopt and approve such Second Addendum as presented in order to assist in the development of the proposed project by issuing tax increment financing bonds or notes, in cooperation with Lamar County (the "County"), in the total principal amount not to exceed \$750,000 to finance the cost of various infrastructure improvements in connection with the TIF Plan, as amended, as well as issuance costs, engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs, and does further approve corresponding amendment of the Interlocal Agreement previously entered into with the County relating thereto to confirm and commemorate the respective obligations of the County and City relating thereto in accordance with the TIF Plan, as amended..

SECTION 3. That the tax increment bonds or notes as set forth in the TIF Plan shall be issued pursuant to further proceedings of the City.

SECTION 4. For cause, this resolution shall become effective immediately upon the adoption thereof.

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

Councilperson Kim Bradley	voted: _____
Councilperson Deborah Delgado	voted: _____
Councilperson Carter Carroll	voted: _____
Councilperson Mary Dryden	voted: _____
Councilperson Henry Naylor	voted: _____

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of July, 2014.

(SEAL)

ATTEST:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

CITY CLERK

MAYOR

EXHIBIT A
SECOND ADDENDUM TO TIF PLAN

**SECOND ADDENDUM TO THE AMENDED AND RESTATED
TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI
(TURTLE CREEK CROSSING PROJECT)**

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the “Governing Body” of the “City”) has determined the need to amend the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) (the “TIF Plan”) so as to further enhance the City’s ability to encourage private development and redevelopment within the Tax Increment Financing District as set forth in the TIF Plan by revising the project description, private investment, developer information, economic development impact description, cost estimates, projected revenue sources, total amount of indebtedness to be incurred, and estimated impact as they relate to Cross Creek Village, a subsequent phase of the Project, in accordance with the TIF Plan.

NOW, THEREFORE, pursuant to Resolution of the Governing Body of the City adopted and approved on the 8th day of July, 2014, the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) is hereby amended as follows:

Section 1. The term “Bonds” as used throughout the TIF Plan is amended to add tax increment limited obligation bonds in the principal amount of up to \$750,000 for a term of up to ten (10) years.

Section 2. The Project Description is amended to add the following to the subsection entitled “Project Description and Location”: “Cross Creek Multifamily, LLC, a Mississippi limited liability company (an additional “Developer”), is proposing to develop, as a subsequent phase of the Turtle Creek Crossing Project and within the TIF District created and existing by virtue of the TIF Plan, a single-phase multi-family residential project on approximately 14.80 acres featuring 228 market-rate luxury garden dwelling units, nine (9) new residential buildings, a new recreational facility, a new sports complex and a new playground complex, in addition to other improvements.” The subsection entitled “Private Investment” is amended to add the following: “The Cross Creek Village project is expected to include approximately \$14,000,000 in private investment in land and buildings, including over \$2,000,000 in infrastructure improvements, all expected to be constructed in the City within a period of approximately one (1) year.”

Section 3. The Developer Information is amended to add the following as an additional developer under the subheading “Name of TCD Developer”: Cross Creek Multifamily, LLC, 112 Sheffield Loop, Hattiesburg, MS 39402; Local Contact: Ronald D. Farris, Farris Law Group, PLLC, Post Office Box 1458, Madison, MS 39130-1458, (601) 354-1458.”

Section 4. The Economic Development Impact Description is amended to add the following: The subsection entitled “Job Creation” is amended to add the following: The Cross

Creek Village phase of the Project will create an estimated 600 to 700 construction jobs during the construction phase and, upon completion, an estimated 5 full-time jobs and multiple regular and seasonal part-time jobs, including multiple opportunities for employment by City citizens and vendors.” The subsection entitled “Tax Benefits” is amended to add the following: “New annual ad valorem real property tax revenues following full build-out are estimated to be \$87,360 for the City of Hattiesburg, \$106,575 for Lamar County, and \$134,883 for the Lamar County School District.”

Section 5. The Cost Estimates is amended to add the following: “The estimated cost of the Cross Creek Village phase of the Project is estimated to be \$14,000,000. Infrastructure Improvements to be eligible for reimbursement with Tax Increment Financing funds for the Cross Creek Village phase of the Project will not exceed \$750,000.00. The funds will be used for the cost of constructing various site and infrastructure improvements within or appurtenant to the TIF District including, but not limited to, acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving public utilities and other public improvements in accordance with definite local objectives, and is expected to include installation, construction or reconstruction of utilities, drainage structures and systems, and site improvements essential to public safety and in the public interest and the preparation of sites for uses in accordance with the Redevelopment Plan and improvements to encourage private development and redevelopment in accordance with the Redevelopment Plan, in addition to cost of issuance for the Bonds, fund capitalized interest and any reserve deemed advisable in connection with retirement of the Bonds, related engineering fees, attorneys’ fees, TIF Plan preparation fees, and other related soft costs, all as authorized by the Act.”

Section 6. The Project Revenue Sources is amended to add the following: “For purposes of the Cross Creek Village phase of the Project only, the City shall pledge such portion as may be needed of the ad valorem increase from the real and/or personal property, subject to an annual cap which shall be that amount yielded by 26 mills using the City’s 2014 levy or, should the value of the City’s mill decrease below its 2014 value at any time while Bonds issued under the TIF Plan should be outstanding, such amount as is the equivalent to what 26 mills would yield using the value of the City’s mill in tax year 2014.”

Section 7. The Total Amount of Indebtedness to be Incurred is amended to add the following: “For purposes of the Cross Creek Village phase of the Project only, the City may issue up to \$750,000 in Bonds, Notes or other obligations in one (1) or more series, which will be secured by such pledge as is approved by the County and the pledge of the City as stated in the section of the TIF Plan entitled “Project Revenue Sources” (as amended). The City and County may amend their Interlocal Agreement accordingly.”

Section 8. The Estimated Impact of Tax Increment Financing Plan upon the Revenues of All Taxing Jurisdictions in Which a Redevelopment Project is Located is amended to add the revenue projections set forth in the section entitled “Project Revenue Sources” (as amended).

Section 9. Except as set forth herein, all other provisions of the TIF Plan shall remain in full force and effect as set forth therein

The Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), took up for consideration the matter of a proposed amendment to the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) (the "TIF Plan"), a corresponding amendment to the Interlocal Agreement associated with the TIF Plan, and a resolution regarding same. After a full consideration and discussion of the matter, Councilperson Delgado offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI AMENDING THE AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING PROJECT); APPROVING A CORRESPONDING AMENDMENT TO THE INTERLOCAL AGREEMENT ASSOCIATED THEREWITH; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body on June 17, 2014 did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI DETERMINING THE NECESSITY FOR AMENDING THE AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING PROJECT); PROVIDING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED AMENDMENT TO THE AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING PROJECT) BY WAY OF A SECOND ADDENDUM THERETO; AND FOR A CORRESPONDING AMENDMENT TO THE INTERLOCAL AGREEMENT ASSOCIATED THEREWITH; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in *The Hattiesburg American*, a newspaper having a general circulation within the City and was so published in said newspaper on June 26, 2014, as evidenced by the publisher's proof of publication of the same presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body at City Hall, Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi at 4:00 p.m. on July 7, 2014 in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 4:00 p.m. on July 7, 2014, the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the Second Addendum to the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project), a copy of which is attached hereto as Exhibit "A" to this Resolution, and does hereby adopt and approve such Second Addendum as presented in order to assist in the development of the proposed project by issuing tax increment financing bonds or notes, in cooperation with Lamar County (the "County"), in the total principal amount not to exceed \$750,000 to finance the cost of various infrastructure improvements in connection with the TIF Plan, as amended, as well as issuance costs, engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs, and does further approve corresponding amendment of the Interlocal Agreement previously entered into with the County relating thereto to confirm and commemorate the respective obligations of the County and City relating thereto in accordance with the TIF Plan, as amended..

SECTION 3. That the tax increment bonds or notes as set forth in the TIF Plan shall be issued pursuant to further proceedings of the City.

SECTION 4. For cause, this resolution shall become effective immediately upon the adoption thereof.

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

Councilperson Kim Bradley	voted: <u>yea</u>
Councilperson Deborah Delgado	voted: <u>yea</u>
Councilperson Carter Carroll	voted: <u>yea</u>
Councilperson Mary Dryden	voted: <u>yea</u>
Councilperson Henry Naylor	voted: <u>yea</u>

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of July, 2014.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

Kip Keefe
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of July, 2014.

ATTEST:

Sharon Watts, D.C.
CITY CLERK

Johnny R. White
MAYOR

EXHIBIT A
SECOND ADDENDUM TO TIF PLAN

**SECOND ADDENDUM TO THE AMENDED AND RESTATED
TAX INCREMENT FINANCING PLAN OF 2003, HATTIESBURG, MISSISSIPPI
(TURTLE CREEK CROSSING PROJECT)**

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City") has determined the need to amend the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) (the "TIF Plan") so as to further enhance the City's ability to encourage private development and redevelopment within the Tax Increment Financing District as set forth in the TIF Plan by revising the project description, private investment, developer information, economic development impact description, cost estimates, projected revenue sources, total amount of indebtedness to be incurred, and estimated impact as they relate to Cross Creek Village, a subsequent phase of the Project, in accordance with the TIF Plan.

NOW, THEREFORE, pursuant to Resolution of the Governing Body of the City adopted and approved on the 8th day of July, 2014, the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) is hereby amended as follows:

Section 1. The term "Bonds" as used throughout the TIF Plan is amended to add tax increment limited obligation bonds in the principal amount of up to \$750,000 for a term of up to ten (10) years.

Section 2. The Project Description is amended to add the following to the subsection entitled "Project Description and Location": "Cross Creek Multifamily, LLC, a Mississippi limited liability company (an additional "Developer"), is proposing to develop, as a subsequent phase of the Turtle Creek Crossing Project and within the TIF District created and existing by virtue of the TIF Plan, a single-phase multi-family residential project on approximately 14.80 acres featuring 228 market-rate luxury garden dwelling units, nine (9) new residential buildings, a new recreational facility, a new sports complex and a new playground complex, in addition to other improvements." The subsection entitled "Private Investment" is amended to add the following: "The Cross Creek Village project is expected to include approximately \$14,000,000 in private investment in land and buildings, including over \$2,000,000 in infrastructure improvements, all expected to be constructed in the City within a period of approximately one (1) year."

Section 3. The Developer Information is amended to add the following as an additional developer under the subheading "Name of TCD Developer": Cross Creek Multifamily, LLC, 112 Sheffield Loop, Hattiesburg, MS 39402; Local Contact: Ronald D. Farris, Farris Law Group, PLLC, Post Office Box 1458, Madison, MS 39130-1458, (601) 354-1458."

Section 4. The Economic Development Impact Description is amended to add the following: The subsection entitled "Job Creation" is amended to add the following: The Cross

Creek Village phase of the Project will create an estimated 600 to 700 construction jobs during the construction phase and, upon completion, an estimated 5 full-time jobs and multiple regular and seasonal part-time jobs, including multiple opportunities for employment by City citizens and vendors." The subsection entitled "Tax Benefits" is amended to add the following: "New annual ad valorem real property tax revenues following full build-out are estimated to be \$87,360 for the City of Hattiesburg, \$106,575 for Lamar County, and \$134,883 for the Lamar County School District."

Section 5. The Cost Estimates is amended to add the following: "The estimated cost of the Cross Creek Village phase of the Project is estimated to be \$14,000,000. Infrastructure Improvements to be eligible for reimbursement with Tax Increment Financing funds for the Cross Creek Village phase of the Project will not exceed \$750,000.00. The funds will be used for the cost of constructing various site and infrastructure improvements within or appurtenant to the TIF District including, but not limited to, acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving public utilities and other public improvements in accordance with definite local objectives, and is expected to include installation, construction or reconstruction of utilities, drainage structures and systems, and site improvements essential to public safety and in the public interest and the preparation of sites for uses in accordance with the Redevelopment Plan and improvements to encourage private development and redevelopment in accordance with the Redevelopment Plan, in addition to cost of issuance for the Bonds, fund capitalized interest and any reserve deemed advisable in connection with retirement of the Bonds, related engineering fees, attorneys' fees, TIF Plan preparation fees, and other related soft costs, all as authorized by the Act."

Section 6. The Project Revenue Sources is amended to add the following: "For purposes of the Cross Creek Village phase of the Project only, the City shall pledge such portion as may be needed of the ad valorem increase from the real and/or personal property, subject to an annual cap which shall be that amount yielded by 26 mills using the City's 2014 levy or, should the value of the City's mill decrease below its 2014 value at any time while Bonds issued under the TIF Plan should be outstanding, such amount as is the equivalent to what 26 mills would yield using the value of the City's mill in tax year 2014."

Section 7. The Total Amount of Indebtedness to be Incurred is amended to add the following: "For purposes of the Cross Creek Village phase of the Project only, the City may issue up to \$750,000 in Bonds, Notes or other obligations in one (1) or more series, which will be secured by such pledge as is approved by the County and the pledge of the City as stated in the section of the TIF Plan entitled "Project Revenue Sources" (as amended). The City and County may amend their Interlocal Agreement accordingly."

Section 8. The Estimated Impact of Tax Increment Financing Plan upon the Revenues of All Taxing Jurisdictions in Which a Redevelopment Project is Located is amended to add the revenue projections set forth in the section entitled "Project Revenue Sources" (as amended).

Section 9. Except as set forth herein, all other provisions of the TIF Plan shall remain in full force and effect as set forth therein



City of Hattiesburg, MS

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

Master

File Number: 2014-1218

File ID: 2014-1218

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2014

Brief Title: Project Resolution Requisition No. 11 - 2013 Bonds

Final Action: 07/08/2014

Minute Book Number: MB2014-187

Title:

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with that 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 Requisition No. 11, executed 2013 Bond Requisition No. 11 RES#2014-142

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	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. 11 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1218

Title

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with that 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. 11 - 2013 Bonds

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 11 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. 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. 11 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 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, 2013, 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$279,370.06 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of Two Hundred Seventy-Nine Thousand Three Hundred Seventy & 06/100 dollars (\$279,370.06) 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. 11 in the total aggregate amount of Two Hundred Seventy-Nine Thousand Three Hundred Seventy & 06/100 dollars (\$279,370.06) 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 8th day of July, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of July, 2014.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 11

DATE OF REQUISITION: 7/8/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	\$ 188,200.55	18069	Inflow and Infiltration Sewer Study Period: 4/22/14 - 5/21/14 MB 2013-303
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	\$ 34,303.00	18070	18" Sewer Trunk Lines Period: 3/22/14 - 5/21/14 MB 2011-4/89-110
3.	HRG P O Box 1487 Hattiesburg, MS 39403	105695.6015	\$ 36,556.51	011001-08-4	No-Discharge Wastewater Treatment System Task Order 8 Period: 4/1/14 - 5/31/14
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	\$ 20,310.00	18065	Water Improvements Ph II Period: 5/25/16 - 6/16/14 MB 2011-4/89-110

\$ 279,370.06



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

June 26, 2014
Project No: 11202
Invoice No: 18069

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from April 21, 2014 to May 21, 2014

Phase 01 I/I Study

Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	248,228.49	248,228.49	0.00
Pay Request No. 2	354,520.37	100.00	354,520.37	354,520.37	0.00
Pay Request No. 3	188,200.55	100.00	188,200.55	0.00	188,200.55
Total Fee	542,720.92		790,949.41	602,748.86	188,200.55
Total Fee					188,200.55
Total this Task					\$188,200.55
Total this Phase					\$188,200.55
Total this Invoice					\$188,200.55

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

105695,6015
MB 2013-303

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
PAY REQUEST NO. 3
From 04/21/2014 - 05/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews	0.75	\$ 10,000.00	\$ 7,500.00
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	79	\$ 5,000.00	\$ 395,000.00
2000.02	Temporary Flow Monitoring - 30 Day Extension		\$ 2,250.00	\$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Stu	10	\$ 1,650.00	\$ 16,500.00
2000.04	Temporary Rain Guage - 30 Day Extension		\$ 750.00	\$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		\$ 1,600.00	\$ -
2000.06	Long-Term Flow Monitor Installation		\$ 2,750.00	\$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		\$ 1,250.00	\$ -
2000.08	Long-Term Rain Guage Installation		\$ 1,000.00	\$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		\$ 350.00	\$ -
2000.10	Night Flow Isolation		\$ 350.00	\$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)	116578.7	\$ 0.50	\$ 58,289.35
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		\$ 100.00	\$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		\$ 85.00	\$ -
4000.03	Removal of Stabilized Debris		\$ 255.00	\$ -
4000.04	Manhole Inspection Data Management		\$ 4.50	\$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer	6545.3	\$ 1.30	\$ 8,508.89
5000.02	Standard Cleaning 8" Sanitary Sewer	26419.1	\$ 1.45	\$ 38,307.70
5000.03	Standard Cleaning 10" Sanitary Sewer	10027.7	\$ 1.60	\$ 16,044.32

5000.04	Standard Cleaning 12" Sanitary Sewer	2872.1	\$	2.10	\$	6,031.41
5000.05	Standard Cleaning 15" Sanitary Sewer	292.2	\$	3.15	\$	920.43
5000.06	Standard Cleaning 18" Sanitary Sewer	2963.6	\$	5.90	\$	17,485.24
5000.07	Standard Cleaning 21" Sanitary Sewer		\$	6.75	\$	-
5000.08	Standard Cleaning 24" Sanitary Sewer		\$	7.75	\$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		\$	8.75	\$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		\$	10.25	\$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		\$	12.25	\$	-
5000.12	Protruding Tap Cutting	4	\$	210.00	\$	840.00
SECTION 6000 ROOT/GREASE CUTTING						
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	753.9	\$	1.25	\$	942.38
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer	60	\$	2.10	\$	126.00
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer	0	\$	3.70	\$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION						
7000.01	CCTV Inspection <21" Sewer Pipe	45168.8	\$	1.35	\$	60,977.88
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	654.1	\$	2.15	\$	1,406.32
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		\$	250.00	\$	-
7000.04	Additional Set Up	43	\$	200.00	\$	8,600.00
7000.05	CCTV Inspection Data Management	70843.5	\$	0.20	\$	14,168.70
SECTION 8000 SPECIALTY INSPECTION						
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	25020.6	\$	5.50	\$	137,613.30
SECTION 9000 BYPASS PUMPING						
9000.01	Setup of 3"-4" Bypass Pump		\$	700.00	\$	-
9000.02	Setup of 6" Bypass Pump		\$	1,500.00	\$	-
9000.03	Setup of 8" Bypass Pump		\$	2,000.00	\$	-
9000.04	Operation of 3"-4" Bypass Pump		\$	40.00	\$	-
9000.05	Operation of 6" Bypass Pump		\$	65.00	\$	-
9000.06	Operation of 8" Bypass Pump		\$	90.00	\$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES						
10000.01	Traffic Flagman	37.5	\$	45.00	\$	1,687.50

10000.02	Cleaning Wet Wells		\$	425.00	\$	-
10000.03	Dye Testing		\$	450.00	\$	-
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	300.00	\$	-
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	200.00	\$	-
10000.06	Rehabilitation Recommendations		\$	0.30	\$	-
SECTION 11000 MODELING						
11000.01	Calibrate Hydraulic Flow Model		\$	86,000.00	\$	-
		TOTALS			\$	790,949.41

Less Presiously Invoiced \$ 602,748.86

Total Due \$ 188,200.55



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

June 26, 2014
Project No: 1273-S006
Invoice No: 18070

Project Manager John Weeks
Project 1273-S006 18" CIPP - San Antonio, E. Hardy, Lakeview
Professional Services from March 22, 2014 to May 21, 2014

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	30,986.64	30,986.64	0.00
Pay Request No. 2	34,303.00	100.00	34,303.00	0.00	34,303.00
Total Fee	34,303.00		65,289.64	30,986.64	34,303.00
Total Fee					34,303.00
Total this Invoice					\$34,303.00

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

105695.7220.17
MB 2011-4/89-110

CITY OF HATTIESBURG
PROJECT 1273-S006 - 18" CIPP SAN ANTONIO, E. HARDY, LAKEVIEW
PAY REQUEST NO. 2
From 03/22/2014 - 05/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews		\$ 10,000.00	\$ -
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study		\$ 5,000.00	\$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension		\$ 2,250.00	\$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Study		\$ 1,650.00	\$ -
2000.04	Temporary Rain Guage - 30 Day Extension		\$ 750.00	\$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		\$ 1,600.00	\$ -
2000.06	Long-Term Flow Monitor Installation		\$ 2,750.00	\$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		\$ 1,250.00	\$ -
2000.08	Long-Term Rain Guage Installation		\$ 1,000.00	\$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		\$ 350.00	\$ -
2000.10	Night Flow Isolation		\$ 350.00	\$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)		\$ 0.50	\$ -
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		\$ 100.00	\$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		\$ 85.00	\$ -
4000.03	Removal of Stabilized Debris		\$ 255.00	\$ -
4000.04	Manhole Inspection Data Management		\$ 4.50	\$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer		\$ 1.30	\$ -
5000.02	Standard Cleaning 8" Sanitary Sewer		\$ 1.45	\$ -
5000.03	Standard Cleaning 10" Sanitary Sewer		\$ 1.60	\$ -

5000.04	Standard Cleaning 12" Sanitary Sewer		\$	2.10	\$	-
5000.05	Standard Cleaning 15" Sanitary Sewer	265.2	\$	3.15	\$	835.38
5000.06	Standard Cleaning 18" Sanitary Sewer	3897.3	\$	5.90	\$	22,994.07
5000.07	Standard Cleaning 21" Sanitary Sewer	498.6	\$	6.75	\$	3,365.55
5000.08	Standard Cleaning 24" Sanitary Sewer		\$	7.75	\$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		\$	8.75	\$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		\$	10.25	\$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		\$	12.25	\$	-
5000.12	Protruding Tap Cutting		\$	210.00	\$	-
SECTION 6000 ROOT/GREASE CUTTING						
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer		\$	1.25	\$	-
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		\$	2.10	\$	-
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		\$	3.70	\$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION						
7000.01	CCTV Inspection <21" Sewer Pipe	4661.1	\$	1.35	\$	6,292.49
7000.02	CCTV Inspection 21" - 36" Sewer Pipe		\$	2.15	\$	-
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		\$	250.00	\$	-
7000.04	Additional Set Up	10	\$	200.00	\$	2,000.00
7000.05	CCTV Inspection Data Management	9726	\$	0.20	\$	1,945.20
SECTION 8000 SPECIALTY INSPECTION						
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	5064.9	\$	5.50	\$	27,856.95
SECTION 9000 BYPASS PUMPING						
9000.01	Setup of 3"-4" Bypass Pump		\$	700.00	\$	-
9000.02	Setup of 6" Bypass Pump		\$	1,500.00	\$	-
9000.03	Setup of 8" Bypass Pump		\$	2,000.00	\$	-
9000.04	Operation of 3"-4" Bypass Pump		\$	40.00	\$	-
9000.05	Operation of 6" Bypass Pump		\$	65.00	\$	-
9000.06	Operation of 8" Bypass Pump		\$	90.00	\$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES						
10000.01	Traffic Flagman		\$	45.00	\$	-

10000.02	Cleaning Wet Wells		\$	425.00	\$	-
10000.03	Dye Testing		\$	450.00	\$	-
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	300.00	\$	-
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	200.00	\$	-
10000.06	Rehabilitation Recommendations		\$	0.30	\$	-
SECTION 11000 MODELING						
11000.01	Calibrate Hydraulic Flow Model		\$	86,000.00	\$	-
		TOTALS			\$	65,289.64

Less Previous Payment \$ 30,986.64
Total Due \$ 34,303.00



June 10, 2014
Project No: HR.11001.008
Invoice No: 011001-08-4

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

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

Professional Services from April 1, 2014 to May 31, 2014

Fee

Total Fee \$258,330.00

Percent Complete 63.12

Total Earned \$163,067.82

Previous Fee Billing \$126,511.31

Current Fee Billing \$36,556.51

Total Fee \$36,556.51

Total this Task Order \$36,556.51

(see the itemized invoice attached)

The following items of work were completed:

1. Contract Negotiations
2. Meeting with the City & GroundWorx
3. Review of Rate Impacts

Certification

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

By: Michael W. Gray

Title: VICE PRESIDENT

105695.6015
MB 2014-24

Federal Tax ID 45-2475863

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



June 10, 2014
 Project No: HR.11001.008
 Invoice No: 011001-08-4

City of Hattiesburg
 Attn: Director of Engineering
 PO Box 1898
 Hattiesburg, MS 39403-1898

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

Professional Services from April 1, 2014 to May 31, 2014

Labor for Neel-Schaffer, Inc.

Jennifer Nobles – Admin Svc Manager	1.0 hour @ \$66.70	\$66.70
Mike Essary – Project Manager	9.0 hours @ \$169.53	\$1,525.77
Nathan Husman – Project Manager	64.0 hours @ \$163.56	\$10,467.84
Stanley Keely – Project Engineer	1.0 hours @ \$175.51	\$175.51
Michelle Gill – Project Engineer	18.5 hours @ \$82.59	\$1,527.92
Chris Jones – Project Engineer	42.0 hours @ \$153.12	\$6,431.04
Anna Neel – Project Engineer	2.0 hours @ \$92.80	\$185.60
Total Neel-Schaffer, Inc. labor		\$20,380.38

Labor for SDW

Kyle Wallace – Project Manager	14.0 hours @ \$139.43	\$1,952.02
Shea McNease – Project Engineer	101.0 hours @ \$139.43	\$14,082.43
Total SDW labor		\$16,034.45

Reimbursables

Mileage	(308 miles @ .46 cents per mile)	\$141.68
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Total this Invoice \$36,556.51

Billing Limits	Current	Prior	To-Date
Total Billings	\$36,556.51	\$126,511.31	\$163,067.83
Contract Amount			\$258,330.00
Fee Remaining			\$95,262.17

Federal Tax ID 45-2475863

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



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

June 16, 2014
Project No: 1273-W007
Invoice No: 18065

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from May 25, 2014 to June 16, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	1.00	85.00	85.00
PROJECT ENGINEER			
Wallace, Kyle	1.50	150.00	225.00
Totals	2.50		310.00
Total Labor			310.00

Consultants

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

Total this Phase \$20,310.00

Total this Invoice \$20,310.00

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

105695.724551

MB 2011-4/89-110

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the "Loan Agreement").
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 7/8/14**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines	34,303.00	65,289.64
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Comprehensive Sanitary Sewer Study Task 2		354,520.37
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		6,107.50
Inflow and Infiltration Study	188,200.55	436,429.04
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System	36,556.51	252,563.74
Sewer Improvements Ph I		85,627.61
Sewer Improvements Ph II		250,942.58
Sewer Improvements Ph III		322,322.99
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I		24,470.00
Water Improvements Ph II	20,310.00	33,322.50
Water Improvements Ph III		26,835.00
Water Improvements Ph IV		11,775.00
Wesley Water Well # 2		11,190.00
Grand Total	279,370.06	2,084,763.01

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. 11 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. 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. 11 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 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, 2013, 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$279,370.06 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of Two Hundred Seventy-Nine Thousand Three Hundred Seventy & 06/100 dollars (\$279,370.06) 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. 11 in the total aggregate amount of Two Hundred Seventy-Nine Thousand Three Hundred Seventy & 06/100 dollars (\$279,370.06) 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

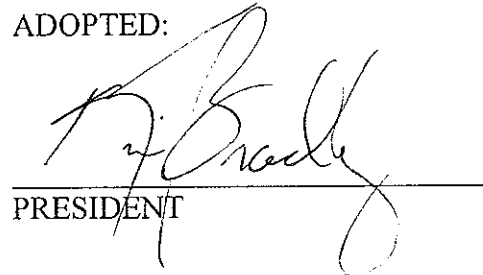
The President thereby declared the motion carried and the resolution adopted, this the 8th day of July, 2014.

(SEAL)

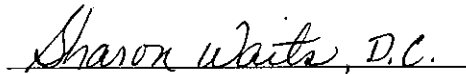
ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of July, 2014.


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 11

DATE OF REQUISITION: 7/8/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	\$ 188,200.55	18069	Inflow and Infiltration Sewer Study Period: 4/22/14 - 5/21/14 MB 2013-303
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.17	\$ 34,303.00	18070	18" Sewer Trunk Lines Period: 3/22/14 - 5/21/14 MB 2011-4/89-110
3.	HRG P O Box 1487 Hattiesburg, MS 39403	105695.6015	\$ 36,556.51	011001-08-4	No-Discharge Wastewater Treatment System Task Order 8 Period: 4/1/14 - 5/31/14
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	\$ 20,310.00	18065	Water Improvements Ph II Period: 5/25/16 - 6/16/14 MB 2011-4/89-110

\$ 279,370.06



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

June 26, 2014
Project No: 11202
Invoice No: 18069

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from April 21, 2014 to May 21, 2014

Phase 01 I/I Study

Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	248,228.49	248,228.49	0.00
Pay Request No. 2	354,520.37	100.00	354,520.37	354,520.37	0.00
Pay Request No. 3	188,200.55	100.00	188,200.55	0.00	188,200.55
Total Fee	542,720.92		790,949.41	602,748.86	188,200.55
Total Fee					188,200.55
Total this Task					\$188,200.55
Total this Phase					\$188,200.55
Total this Invoice					\$188,200.55

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

105695.6015
MB 2013-303

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
PAY REQUEST NO. 3
From 04/21/2014 - 05/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION/DEMOLITION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews	0.75	\$ 10,000.00	\$ 7,500.00
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	79	\$ 5,000.00	\$ 395,000.00
2000.02	Temporary Flow Monitoring - 30 Day Extension		\$ 2,250.00	\$ -
2000.03	Temporary Rain Gauge - Turn-Key Study w/Report - Based on 60 Day Stu	10	\$ 1,650.00	\$ 16,500.00
2000.04	Temporary Rain Gauge - 30 Day Extension		\$ 750.00	\$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		\$ 1,600.00	\$ -
2000.06	Long-Term Flow Monitor Installation		\$ 2,750.00	\$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		\$ 1,250.00	\$ -
2000.08	Long-Term Rain Gauge Installation		\$ 1,000.00	\$ -
2000.09	Long-Term Rain Gauge Maintenance, Calibration & Reporting - Per Mo.		\$ 350.00	\$ -
2000.10	Night Flow Isolation		\$ 350.00	\$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)	116578.7	\$ 0.50	\$ 58,289.35
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		\$ 100.00	\$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		\$ 85.00	\$ -
4000.03	Removal of Stabilized Debris		\$ 255.00	\$ -
4000.04	Manhole Inspection Data Management		\$ 4.50	\$ -
SECTION 5000 SANITARY SEWERLINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer	6545.3	\$ 1.30	\$ 8,508.89
5000.02	Standard Cleaning 8" Sanitary Sewer	26419.1	\$ 1.45	\$ 38,307.70
5000.03	Standard Cleaning 10" Sanitary Sewer	10027.7	\$ 1.60	\$ 16,044.32

5000.04	Standard Cleaning 12" Sanitary Sewer	2872.1	\$	2.10	\$	6,031.41
5000.05	Standard Cleaning 15" Sanitary Sewer	292.2	\$	3.15	\$	920.43
5000.06	Standard Cleaning 18" Sanitary Sewer	2963.6	\$	5.90	\$	17,485.24
5000.07	Standard Cleaning 21" Sanitary Sewer		\$	6.75	\$	-
5000.08	Standard Cleaning 24" Sanitary Sewer		\$	7.75	\$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		\$	8.75	\$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		\$	10.25	\$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		\$	12.25	\$	-
5000.12	Protruding Tap Cutting	4	\$	210.00	\$	840.00

SECTION 6000 ROOT/GREASE CUTTING

6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	753.9	\$	1.25	\$	942.38
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer	60	\$	2.10	\$	126.00
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer	0	\$	3.70	\$	-

SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION

7000.01	CCTV Inspection <21" Sewer Pipe	45168.8	\$	1.35	\$	60,977.88
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	654.1	\$	2.15	\$	1,406.32
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		\$	250.00	\$	-
7000.04	Additional Set Up	43	\$	200.00	\$	8,600.00
7000.05	CCTV Inspection Data Management	70843.5	\$	0.20	\$	14,168.70

SECTION 8000 SPECIALTY INSPECTION

8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	25020.6	\$	5.50	\$	137,613.30
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SECTION 9000 BYPASS PUMPING

9000.01	Setup of 3"-4" Bypass Pump		\$	700.00	\$	-
9000.02	Setup of 6" Bypass Pump		\$	1,500.00	\$	-
9000.03	Setup of 8" Bypass Pump		\$	2,000.00	\$	-
9000.04	Operation of 3"-4" Bypass Pump		\$	40.00	\$	-
9000.05	Operation of 6" Bypass Pump		\$	65.00	\$	-
9000.06	Operation of 8" Bypass Pump		\$	90.00	\$	-

SECTION 10000 MISCELLANEOUS FIELD SERVICES

10000.01	Traffic Flagman	37.5	\$	45.00	\$	1,687.50
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10000.02	Cleaning Wet Wells		\$	425.00	\$	-
10000.03	Dye Testing		\$	450.00	\$	-
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	300.00	\$	-
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	200.00	\$	-
10000.06	Rehabilitation Recommendations		\$	0.30	\$	-

SECTION 11000 MODELING

11000.01	Calibrate Hydraulic Flow Model		\$	86,000.00	\$	-
		TOTALS			\$	790,949.41

Less Previously Invoiced \$ 602,748.86

Total Due \$ 188,200.55



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

June 26, 2014
Project No: 1273-S006
Invoice No: 18070

Project Manager John Weeks

Project 1273-S006 18" CIPP - San Antonio, E. Hardy, Lakeview

Professional Services from March 22, 2014 to May 21, 2014

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	30,986.64	30,986.64	0.00
Pay Request No. 2	34,303.00	100.00	34,303.00	0.00	34,303.00
Total Fee	34,303.00		65,289.64	30,986.64	34,303.00
		Total Fee			34,303.00
			Total this Invoice		\$34,303.00

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

105695.7220.17
MB 2011-4/89-110

CITY OF HATTIESBURG
PROJECT 1273-S006 - 18" CIPP SAN ANTONIO, E. HARDY, LAKEVIEW
PAY REQUEST NO. 2
From 03/22/2014 - 05/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION/DEMOLITION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews		\$ 10,000.00	\$ -
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study		\$ 5,000.00	\$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension		\$ 2,250.00	\$ -
2000.03	Temporary Rain Gauge - Turn-Key Study w/Report - Based on 60 Day Study		\$ 1,650.00	\$ -
2000.04	Temporary Rain Gauge - 30 Day Extension		\$ 750.00	\$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		\$ 1,600.00	\$ -
2000.06	Long-Term Flow Monitor Installation		\$ 2,750.00	\$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		\$ 1,250.00	\$ -
2000.08	Long-Term Rain Gauge Installation		\$ 1,000.00	\$ -
2000.09	Long-Term Rain Gauge Maintenance, Calibration & Reporting - Per Mo.		\$ 350.00	\$ -
2000.10	Night Flow Isolation		\$ 350.00	\$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)		\$ 0.50	\$ -
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		\$ 100.00	\$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		\$ 85.00	\$ -
4000.03	Removal of Stabilized Debris		\$ 255.00	\$ -
4000.04	Manhole Inspection Data Management		\$ 4.50	\$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer		\$ 1.30	\$ -
5000.02	Standard Cleaning 8" Sanitary Sewer		\$ 1.45	\$ -
5000.03	Standard Cleaning 10" Sanitary Sewer		\$ 1.60	\$ -

5000.04	Standard Cleaning 12" Sanitary Sewer		\$	2.10	\$	-
5000.05	Standard Cleaning 15" Sanitary Sewer	265.2	\$	3.15	\$	835.38
5000.06	Standard Cleaning 18" Sanitary Sewer	3897.3	\$	5.90	\$	22,994.07
5000.07	Standard Cleaning 21" Sanitary Sewer	498.6	\$	6.75	\$	3,365.55
5000.08	Standard Cleaning 24" Sanitary Sewer		\$	7.75	\$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		\$	8.75	\$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		\$	10.25	\$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		\$	12.25	\$	-
5000.12	Protruding Tap Cutting		\$	210.00	\$	-

SECTION 6000 ROOT/GREASE CUTTING

6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer		\$	1.25	\$	-
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		\$	2.10	\$	-
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		\$	3.70	\$	-

SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION

7000.01	CCTV Inspection <21" Sewer Pipe	4661.1	\$	1.35	\$	6,292.49
7000.02	CCTV Inspection 21" - 36" Sewer Pipe		\$	2.15	\$	-
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		\$	250.00	\$	-
7000.04	Additional Set Up	10	\$	200.00	\$	2,000.00
7000.05	CCTV Inspection Data Management	9726	\$	0.20	\$	1,945.20

SECTION 8000 SPECIALTY INSPECTION

8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	5064.9	\$	5.50	\$	27,856.95
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SECTION 9000 BYPASS PUMPING

9000.01	Setup of 3"-4" Bypass Pump		\$	700.00	\$	-
9000.02	Setup of 6" Bypass Pump		\$	1,500.00	\$	-
9000.03	Setup of 8" Bypass Pump		\$	2,000.00	\$	-
9000.04	Operation of 3"-4" Bypass Pump		\$	40.00	\$	-
9000.05	Operation of 6" Bypass Pump		\$	65.00	\$	-
9000.06	Operation of 8" Bypass Pump		\$	90.00	\$	-

SECTION 10000 MISCELLANEOUS FIELD SERVICES

10000.01	Traffic Flagman		\$	45.00	\$	-
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10000.02	Cleaning Wet Wells		\$	425.00	\$	-
10000.03	Dye Testing		\$	450.00	\$	-
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	300.00	\$	-
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		\$	200.00	\$	-
10000.06	Rehabilitation Recommendations		\$	0.30	\$	-

SECTION 10000 MODELING

11000.01	Calibrate Hydraulic Flow Model		\$	86,000.00	\$	-
TOTALS					\$	65,289.64

Less Previous Payment \$ 30,986.64
Total Due \$ 34,303.00



June 10, 2014
Project No: HR.11001.008
Invoice No: 011001-08-4

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

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

Professional Services from April 1, 2014 to May 31, 2014

Fee

Total Fee \$258,330.00

Percent Complete

63.12

Total Earned \$163,067.82

Previous Fee Billing \$126,511.31

Current Fee Billing \$36,556.51

Total Fee \$36,556.51

Total this Task Order \$36,556.51

(see the itemized invoice attached)

The following items of work were completed:

1. Contract Negotiations
2. Meeting with the City & GroundWorx
3. Review of Rate Impacts

Certification

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

By: Michael W. Gray

Title: VICE PRESIDENT

105695.6015
MB 2014-24



June 10, 2014

Project No: HR.11001.008

Invoice No: 011001-08-4

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

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

Professional Services from April 1, 2014 to May 31, 2014
Labor for Neel-Schaffer, Inc.

Jennifer Nobles – Admin Svc Manager	1.0 hour @ \$66.70	\$66.70
Mike Essary – Project Manager	9.0 hours @ \$169.53	\$1,525.77
Nathan Husman – Project Manager	64.0 hours @ \$163.56	\$10,467.84
Stanley Keely – Project Engineer	1.0 hours @ \$175.51	\$175.51
Michelle Gill – Project Engineer	18.5 hours @ \$82.59	\$1,527.92
Chris Jones – Project Engineer	42.0 hours @ \$153.12	\$6,431.04
Anna Neel – Project Engineer	2.0 hours @ \$92.80	\$185.60
Total Neel-Schaffer, Inc. labor		\$20,380.38

Labor for SDW

Kyle Wallace – Project Manager	14.0 hours @ \$139.43	\$1,952.02
Shea McNease – Project Engineer	101.0 hours @ \$139.43	\$14,082.43
Total SDW labor		\$16,034.45

Reimbursables

Mileage	(308 miles @ .46 cents per mile)	\$141.68
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Total this Invoice \$36,556.51

Billing Limits	Current	Prior	To-Date
Total Billings	\$36,556.51	\$126,511.31	\$163,067.83
Contract Amount			\$258,330.00
Fee Remaining			\$95,262.17

Federal Tax ID 45-2475863

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



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

June 16, 2014
Project No: 1273-W007
Invoice No: 18065

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from May 25, 2014 to June 16, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	1.00	85.00	85.00
PROJECT ENGINEER			
Wallace, Kyle	1.50	150.00	225.00
Totals	2.50		310.00
Total Labor			310.00

Consultants

Landmark Surveying		20,000.00	
Total Consultants	1.0 times	20,000.00	20,000.00
Total this Phase			\$20,310.00
Total this Invoice			\$20,310.00

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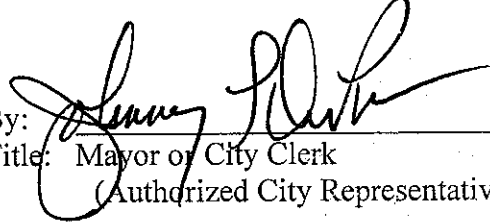
106695.7245.51

AMB 2011-4/89-110

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

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- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Title: Mayor or City Clerk
(Authorized City Representative)



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 7/8/14**

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Sewer Improvements Ph I		85,627.61
Sewer Improvements Ph II		250,942.58
Sewer Improvements Ph III		322,322.99
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I		24,470.00
Water Improvements Ph II	20,310.00	33,322.50
Water Improvements Ph III		26,835.00
Water Improvements Ph IV		11,775.00
Wesley Water Well # 2		11,190.00
Grand Total	279,370.06	2,084,763.01



City of Hattiesburg, MS

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

Master

File Number: 2014-1198

File ID: 2014-1198

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2014

Brief Title: Resolution authorizing the filing of applications with Federal Transit Administration

Final Action: 07/08/2014

Minute Book Number: MB2014-187-188

Title:

Adopt Resolution authorizing the filing of applications with Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal Transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code, and other Federal statutes administered by the Federal transit Administration. (FTA 2014)

Notes:

Sponsors:

Enactment Date:

Attachments: FTA Grant MS-90-X90 COH Grant FY2012, Authorizing Resolution, executed Authorizing Resolution RES#2014-143

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Katonya Darby

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt Resolution authorizing the filing of applications with Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal Transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code, and other Federal statutes administered by the Federal Transit Administration. (FTA 2014)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1198

Title

Adopt Resolution authorizing the filing of applications with Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal Transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code, and other Federal statutes administered by the Federal Transit Administration. (FTA 2014)

Summary

Resolution authorizing the filing of applications with Federal Transit Administration

Budget Information

Expenditure Type

Purchasing Item

Publication Information

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Project ID:	MS-90-X090
Budget Number:	1 - Budget Pending Approval
Project Information:	Operating, PM and Capital

Part 1: Recipient Information

Project Number:	MS-90-X090
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Union Information

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

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$1,170,692
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Project Number:	MS-90-X090	Adjustment Amt:	\$0
Project Description:	Operating, PM and Capital	Total Eligible Cost:	\$1,170,692
Recipient Type:	City	Total FTA Amt:	\$749,910
FTA Project Mgr:	Guanying Lei	Total State Amt:	\$0
Recipient Contact:	Christine Brown/Katonya Darby	Total Local Amt:	\$420,782
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2015	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 10, 2012		
Program Page:	288-290		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
283380	HATTIESBURG, MS

Congressional Districts

State ID	District Code	District Official
28	4	Steven M Palazzo

Project Details

The City of Hattiesburg is applying for its FY 2012 Section 5307 apportionment. These funds will be used for the operating, preventative maintenance, and capital for the city's small urban system Hub City Transit (HCT).

This Grant will be for a total of \$1,170,692.00. It will use FY 2012 Section 5307 funds for \$749,910(FTA)and \$420,782.00(Local Match. The local match will come from the City of Hattiesburg's designated millage for transit which is a tax levied to the citizens of Hattiesburg.

The funds are programmed in the Mississippi Department of Transportation - 2012-2015 Statewide Transportation Improvement Plan (STIP) approved 8/10/2012. It is in the STIP as Volume III Hattiesburg Urbanized Area Transportation Improvement Plan pages 288-290.

The funding ratio is Operating Assistance FTA 50%, Local 50%, Preventative Maintenance FTA 80%, Local 20%, Capital Rolling Stock FTA 90%, Local 10%, Support Vehicle FTA 80%, Local 20%.

The grant will fund the following activities:

1. Operations FY 2012 - Total Cost \$700,000 (FTA \$350,000 and local \$350,000)
2. Preventive Maintenance FY 2012 - Total Cost \$340,692 (FTA \$283,910 and Local \$56,782)
3. Bus Rolling Stock FY 2012 - Total Cost \$110,000 (FTA \$100,000 and Local \$10,000)
4. Support Vehicle FY 2012 - Total Cost \$20,000 (FTA \$16,000 and Local \$4,000)

Earmarks

No information found.

Security

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

1. No Deficiency found from threat/vulnerability assessment.

Grant applicant has conducted a threat and vulnerability assessment and finds there are no deficiencies that require additional investment in security projects at this time. [The threat and vulnerability assessment is No.8 in Top 20 Security Action list at <http://transit-safety.volpe.dot.gov/security/SecurityInitiatives/Top20/default.asp>]

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
300-00 OPERATING ASSISTANCE	0	\$350,000.00	\$700,000.00
<u>ACTIVITY</u>			
30.09.01 UP TO 50% FEDERAL SHARE	0	\$350,000.00	\$700,000.00
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	2	\$116,000.00	\$130,000.00
<u>ACTIVITY</u>			
11.12.04 BUY REPLACEMENT <30 FT BUS	1	\$100,000.00	\$110,000.00
11.42.11 ACQUIRE - SUPPORT VEHICLES	1	\$16,000.00	\$20,000.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$283,910.00	\$340,692.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE MAINTENANCE	0	\$283,910.00	\$340,692.00

Estimated Total Eligible Cost:		\$1,170,692.00
Federal Share:		\$749,910.00
Local Share:		\$420,782.00

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

None

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

11.12.04	BUY REPLACEMENT <30 FT BUS	Diesel Fuel
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Extended Budget Descriptions

30.09.01	UP TO 50% FEDERAL SHARE	0	\$350,000.00	\$700,000.00
Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs.. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				
11.12.04	BUY REPLACEMENT <30 FT BUS	1	\$100,000.00	\$110,000.00
Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction. The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				
11.42.11	ACQUIRE - SUPPORT VEHICLES	1	\$16,000.00	\$20,000.00
Purchase of 1 support vehicle. Useful life of 4 years or 100,000 miles.				
11.7A.00	PREVENTIVE MAINTENANCE	0	\$283,910.00	\$340,692.00
Preventive Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budget for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility, maintenance and other items needed for PM of its fixed route and paratransit fleet. The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				

Changes since the Prior Budget

No information found.

Part 4. Milestones

30.09.01 UP TO 50% FEDERAL SHARE 0 \$350,000 \$700,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2014
	Operating Assistance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for operations will cover the day to day operation of HCT which will include but not limited to salaries, office expenses, supplies and other items needed for operations of its fixed route and paratransit services. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) Timeline for expenditures will be October 1, 2014 to September 30, 2015.	
2.	Final Expenditure	Sep. 30, 2015

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$110,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Oct. 01, 2014
	Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction.	
2.	CONTRACT AWARDED	Nov. 28, 2014
3.	FIRST VEHICLE DELIVERED	Jul. 01, 2015
4.	ALL VEHICLES DELIVERED	Jul. 01, 2015
5.	CONTRACT COMPLETE	Aug. 31, 2015

11.42.11 ACQUIRE - SUPPORT VEHICLES 1 \$16,000 \$20,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Oct. 01, 2014
	One support vehicle. Useful life of 4 years or 100,000 miles.	
2.	Contract Award	Nov. 15, 2014
3.	Contract Complete	Dec. 15, 2014

11.7A.00 PREVENTIVE MAINTENANCE 0 \$283,910 \$340,692

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2014
	Preventative Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Preventive Maintenance FY 2012 -- Total Cost \$340,692(\$283,910 FTA/\$56,782 Local Match)	
2.	Final Expenditure	Sep. 30, 2015

Part 5. Environmental Findings

300901 UP TO 50% FEDERAL SHARE 0 \$350,000 \$700,000

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

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

111204 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$110,000

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117A00 PREVENTIVE MAINTENANCE 0 \$283,910 \$340,692

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles,

	B. Pending Disposal	0	0	0
	C. Total (A+B)	1	0	1
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

General Review

Comment Title:	New Comment
Comment By:	Abigail Rivera
Date Created:	Jun. 03, 2014
Date Updated:	None Specified
Ref Section:	Unknown

Comment Title:	Abby 5/30/2014
Comment By:	Abigail Rivera
Date Created:	May. 30, 2014
Date Updated:	May. 30, 2014
Ref Section:	Unknown
Comment:	Kudos Christine! This is one of the best grants that I have seen. Very thorough and brief. There are just a couple of minor items that can be fixed a minutes. (I think) Extended Budget Descriptions 30.09.01 This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291). This should only state the page is project is on.. The timeline for expenditures will be from October 2012 thru September 2015. This time frame must be consistent with the starting and ending date. Additionally milestones can only be for 2 years in some cases 3. Please correct the timeframes. 11.7A.00 PREVENTIVE MAINTENANCE Under this line item please provide the time frame the funds will be used. For PM you can use the current year and the past/or following year. MILESTONES You are missing one milestone Please add the missing milestone. For each line item you will need a milestone. Environmental Finding You are missing 2 environmental findings. For each line item you will need an environmental finding

Comment Title:	Abby 5/20/2014
Comment By:	Abigail Rivera
Date Created:	May. 20, 2014
Date Updated:	Jun. 03, 2014

Ref Section:	Unknown																		
Comment:	Thank you for addressing the comments below so quickly. There are still few minor items that need to be readdressed. Also Christine can you UZA ID UZA Name 280000 CLEARED 6/3/2014 283380 MISSISSIPPI Please provide Hattiesburgs UZA ID CLEARED 5/30/2014 Total FTA Amt: The numbers I add up in the STIP are greater than this amount. When I add the STIP amounts I get \$809,691. That's not a problem but you do have a carry over balance and should be noted in this grant Under project details \$749,910 CLEARED 5/30/2014 Supp. Agreement?: I believe you are a Direct Recipient and receive funding from the Governors Apportionment. You will need a supplemental Agreement. Please correct No CLEARED 5/30/2014 The grant will fund the following activities: 1. Operation FY 2012 – Total cost \$699,820. (\$349,910 federal and \$349,910 local match) CLEARED 6/3/2014 October 1, 2014 to September 30, 2015, FTA \$350,000 Local \$350,000 (50/50) CLEARED 5/30/2014 2. Other Capital(Preventive Maintenance) Total Amount \$359,892.00 FY 2012 October 1, 2014 to September 30, 2015 FTA \$299,910 Local \$59,982 (80/20) CLEARED 5/30/2014 For preventive maintenance you can only use the current year + the year prior or the following year. See the format below and correct CLEARED 5/30/2014 Note:(In the updated 2015-2019 STIP please be sure to breakout the programs rather than lumping them together under one pot such as Capital, see template) CLEARED 5/30/2014 FY12 October 1, 2012 to September 30th 2013 FY13 October 1, 2013 to September 2014 CLEARED 6/3/2014 3. Bus Rolling Stock - Total amount ?? (FTA \$100,000 Local \$17,000 (83/17) CLEARED 6/3/2014 These funds are under Safetee-LU (not MAP-21) The ratio for capital is 80/20. Only the equipment needed to comply with ADA is 90%/10% Ratio. But must be itemized in separately under the Budget. CLEARED 5/30/2014 Please check your totals again. CLEARED 5/30/2014 Part 3: Budget Project Budget <table><tr><td>Quantity</td><td>FTA Amount</td><td>Tot. Elig. Cost</td></tr><tr><td>SCOPE</td><td></td><td></td></tr><tr><td>300-00 OPERATING ASSISTANCE</td><td>0</td><td>\$349,910.00 \$349,910.00</td></tr><tr><td>ACTIVITY</td><td></td><td></td></tr><tr><td>30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail. They do not match this amount,</td><td>0</td><td>\$349,910.00 \$349,910.00</td></tr><tr><td>SCOPE</td><td></td><td>CLEARED 5/30/2014</td></tr></table>	Quantity	FTA Amount	Tot. Elig. Cost	SCOPE			300-00 OPERATING ASSISTANCE	0	\$349,910.00 \$349,910.00	ACTIVITY			30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail. They do not match this amount,	0	\$349,910.00 \$349,910.00	SCOPE		CLEARED 5/30/2014
Quantity	FTA Amount	Tot. Elig. Cost																	
SCOPE																			
300-00 OPERATING ASSISTANCE	0	\$349,910.00 \$349,910.00																	
ACTIVITY																			
30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail. They do not match this amount,	0	\$349,910.00 \$349,910.00																	
SCOPE		CLEARED 5/30/2014																	

111-00 BUS - ROLLING STOCK 1 \$100,000.00 \$17,000.00

ACTIVITY

11.12.04 BUY REPLACEMENT <30 FT BUS Is this a bus purchasing for ADA or a VAN,
1 \$100,000.00

Please correct. If t this is an ADA vehicle than 83% of \$17,000.00 CLEARED 5/30/2014

SCOPE

117-00 OTHER CAPITAL ITEMS (BUS) 1 \$299,910.00 \$359,892.00

ACTIVITY

11.7A.00 PREVENTIVE MAINTENANCE 1 \$299,910.00 \$359,892.00

Will you be using 10% at 100% ration for administration.? Please add if so

Estimated Total Eligible Cost: \$726,802.00

Federal Share: \$749,820.00 Please revise this budget. Local Share: -\$23,018.00

CLEARED 5/30/2014

EXTENDED BUDGET OK here is where you may get upset with me but I tried to eliminate the Scopes from the Extended Budget but actually made the Bus Scope and ALI disappear (SORRY) However, you were going to have to do this anyway to correct the totals and ratios. So please go in and correct.

30.09.01 UP TO 50% FEDERAL SHARE 1 \$350,000.00 \$700,000.00 CLEARED
5/30/2014

Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs. This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291).

FTA Amount \$349,910 (50%) Local Amount \$349,910 (50%)

The timeline for expenditures will be from October 2012 thru September 2015. Please see project details for correct dates CLEARED 5/30/2014

Part 4. Milestones Please complete the Milestones. There should be a milestone for every ALI with a minimum of 2 dates: But you should reflect Contract Award, RFP, Completion: Note; Milestones must match your start and ending date under project information. NOT CLEARED

30.09.01 UP TO 50% FEDERAL SHARE 0 \$349,910 \$349,910

Milestone Description Est. Comp. Date

1. Final Expenditure None Specified NOT CLEARED

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$17,000

Milestone Description Est. Comp. Date

1. RFP/IFB OUT FOR BID None Specified
2. CONTRACT AWARDED None Specified
3. FIRST VEHICLE DELIVERED None Specified
4. ALL VEHICLES DELIVERED None Specified
5. CONTRACT COMPLETE None Specified

ENVIRONMENTAL FINDINGS

Please provide environmental findings for each Activity Item. CLEARED 5/30/2014

Lastly, please read over some of the comments in the message below. They still might be pertinent. Thank you for the hard work
CLEARED 5/30/2014

Comment Title:	Abby 4/23/2014
Comment By:	Abigail Rivera
Date Created:	Apr. 24, 2014
Date Updated:	Jun. 03, 2014
Ref Section:	Unknown
Comment:	Thank you for your grant. I have reviewed and provided comments please address each one. This is a partial review as you will need to redo your 2 grants. Please do lapsing funds as soon as possible. CLEARED 6/3/2014 - You will need to prepare two grants. You cannot comingle FY12 funds with FY13 funds (see my email to you on April 7th. 2014). CLEARED 6/3/2014 - Please address each comment below. Also when done you can use this email to state that you have addressed it. FTA Project Mgr: Abigail Rivera Guanying Lei CLEARED 6/3/2014 Project Details please use the format below for all grants This grant will be for a total of \$???. It will use FY12, Section ??? funds for a total of ??? (\$ FTA) and (\$ Local Match). It is programmed in the 2010-2015 MS STIP for Hattiesburg, approved ???, page/s ?, The funding ratio is FTA 80% and Local Match 20%. The Local Match will come from ??????. CLEARED 6/3/2014 This grant will fund the following projects: {for each line item in the budget you need to include in this initial list. The Extended Budget will describe these items in more detail... CLEARED 6/3/2014 - Preventive Maintenance \$???? (Item # in STIP) July 1, 2012 – June 30, 2013 July 1, 2013 – June 30th 2014 CLEARED 6/3/2014 - Operating Expenses - \$\$ (Item in STIP) Please describe what this will fund under extended budget (para transit services, fixed route). CLEARED 6/3/2014 Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). CLEARED 6/3/2014 Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment list. CLEARED 6/3/2014

Comment Title:	Technical Review
Comment By:	Guanying Lei

Date Created:	May. 15, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	1) In addition to the match ratios, the figures in the budget fields for 11.7A.00 and 11.12.04 don't match the description in the EBDs 2) Per C 9030.1E Maintenance costs can only be claimed for the current year or the immediately preceding year. Please make the correction.

Comment Title:	Abby 5/22/2014
Comment By:	Abigail Rivera
Date Created:	May. 22, 2014
Date Updated:	May. 30, 2014
Ref Section:	Unknown
Comment:	Thank you for addressing the comments below so quickly. There are still few minor items that need to be readdressed. Also Christine can you UZA ID UZA Name 280000 283380 MISSISSIPPI Please provide Hattiesburgs UZA ID Total FTA Amt: The numbers I add up in the STIP are greater than this amount. When I add the STIP amounts I get \$809,691. That's not a problem but you do have a carry over balance and should be noted in this grant Under project details \$749,910 Supp. Agreement?: I believe you are a Direct Recipient and receive funding from the Governors Apportionment. You will need a supplemental Agreement. Please correct No CLEARED 5/30/2014 The grant will fund the following activities: 1. Operation FY 2012 – Total cost \$699,820. (\$349,910 federal and \$349,910 local match) October 1, 2014 to September 30, 2015, FTA \$350,000 Local \$350,000 (50/50) CLEARED 5/30/2014 2. Other Capital(Preventive Maintenance) Total Amount \$359,892.00 FY 2012 October 1, 2014 to September 30, 2015 FTA \$299,910 Local \$59,982 (80/20) For preventive maintenance you can only use the current year + the year prior or the following year. See the format below and correct Note:(In the updated 2015-2019 STIP please be sure to breakout the programs rather than lumping them together under one pot such as Capital, see template) CLEARED 5/30/2014 FY12 October 1, 2012 to September 30th 2013 FY13 October 1, 2013 to September 2014 CLEARED 5/30/2014 3. Bus Rolling Stock - Total amount ?? (FTA \$100,000 Local \$17,000 (83/17) These funds are under Safetee-LU (not MAP-21) The ratio for capital is 80/20. Only the equipment needed to comply with ADA is 90%/10% Ratio. But must be itemized in separately under the Budget.

Please check your totals again. CLEARED 5/30/2014

Part 3: Budget

Project Budget

Quantity	FTA Amount	Tot. Elig. Cost
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SCOPE

300-00 OPERATING ASSISTANCE	0	\$349,910.00	\$349,910.00
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ACTIVITY

30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail. They do not match this amount, CLEARED 5/30/2014

0	\$349,910.00	\$349,910.00
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SCOPE

111-00 BUS - ROLLING STOCK	1	\$100,000.00	\$17,000.00
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ACTIVITY

11.12.04 BUY REPLACEMENT <30 FT BUS Is this a bus purchasing for ADA or a VAN, 1 \$100,000.00

Please correct. If t this is an ADA vehicle than 83% of \$17,000.00 CLEARED 5/30/2014

SCOPE

117-00 OTHER CAPITAL ITEMS (BUS)	1	\$299,910.00	\$359,892.00
----------------------------------	---	--------------	--------------

ACTIVITY

11.7A.00 PREVENTIVE MAINTENANCE	1	\$299,910.00	\$359,892.00
---------------------------------	---	--------------	--------------

Will you be using 10% at 100% ration for administration.? Please add if so CLEARED 5/30/2014

Estimated Total Eligible Cost: \$726,802.00

Federal Share: \$749,820.00

Please revise this budget. Local Share: -\$23,018.00

EXTENDED BUDGET OK here is where you may get upset with me but I tried to eliminate the Scopes from the Extended Budget but

Actually made the Bus Scope and ALI disappear (SORRY) However, you were going to have to do this anyway to correct the totals and ratios. So please go in and correct.

30.09.01 UP TO 50% FEDERAL SHARE	1	\$350,000.00	\$700,000.00
----------------------------------	---	--------------	--------------

CLEARED 5/30/2014

Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs.. CLEARED 5/30/2014

This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291).

FTA Amount \$349,910 (50%) Local Amount \$349,910 (50%)

The timeline for expenditures will be from October 2012 thru September 2015. Please see project details for correct dates CLEARED 5/30/2014

Part 4. Milestones Please complete the Milestones. There should be a milestone for every ALI with a minimum of 2 dates: But you should reflect Contract Award, RFP, Completion: Note; Milestones must match your start and ending date under project information. CLEARED 5/30/2014

30.09.01 UP TO 50% FEDERAL SHARE	0	\$349,910	\$349,910
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	Milestone Description Est. Comp. Date 1. Final Expenditure None Specified 11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$17,000
	Milestone Description Est. Comp. Date 1. RFP/IFB OUT FOR BID None Specified 2. CONTRACT AWARDED None Specified 3. FIRST VEHICLE DELIVERED None Specified 4. ALL VEHICLES DELIVERED None Specified 5. CONTRACT COMPLETE None Specified ENVIRONMENTAL FINDINGS Please provide environmental findings for each Activity Item. CLEARED 5/30/2014 Lastly, please read over some of the comments in the message below. They still might be pertinent. Thank you for the hard work

Comment Title:	New Comment
Comment By:	Valencia D Williams
Date Created:	May. 09, 2014
Date Updated:	May. 09, 2014
Ref Section:	Unknown
Comment:	1. Recheck all match ratios. 2. The match ratio for 11.7A.00 should be 80/20. 3. Attach STIP page 4. Start/end dates should collorate to milestone dates.

Comment Title:	Civil Rights Exempt
Comment By:	Abigail Rivera
Date Created:	May. 22, 2014
Date Updated:	May. 22, 2014
Ref Section:	Unknown
Comment:	CR Review - Exempt This grant does not include: new construction, construction that involves alterations, rebuild or remanufacture of stations, stops, or vehicles, and does not require a civil rights review. Additionally, the civil rights programs are "Concurred", or are "In Review", or "N/A".

Part 8: Results of Reviews

The reviewer did not find any errors

MS-90-X090 Quarterly Narrative Report

Jan. 01, 2014 through Mar. 31, 2014

As Of Jun. 03, 2014

(DRAFT)

MS/P Report In Progress , No FFR

Part 1: Recipient Information

Project Number:	MS-90-X090
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Part 2: Project Information

Project No:	MS-90-X090
Brief Desc:	Operating, PM and Capital
FTA Project Mgr:	Guanying Lei
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2015
Gross Project Cost:	\$1,170,692
Adjustment Amt:	\$0
Total Eligible Cost:	\$1,170,692
Total FTA Amt:	\$749,910
Total State Amt:	\$0
Total Local Amt:	\$420,782
Other Federal Amt:	\$0

Part 3: Federal Financial Report**No FFR****Part 4. Milestone/Progress Report**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
30.09.01 UP TO 50% FEDERAL SHARE	0	\$350,000	\$700,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Initial Expenditure	10/1/2014				
	DETAILED DESCRIPTION: Operating Assistance for the City of					

	Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for operations will cover the day to day operation of HCT which will include but not limited to salaries, office expenses, supplies and other items needed for operations of its fixed route and paratransit services. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) Timeline for expenditures will be October 1, 2014 to September 30, 2015.				
2.	Final Expenditure	9/30/2015			

11.12.04 BUY REPLACEMENT <30 FT BUS

<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
1	\$100,000	\$110,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB OUT FOR BID	10/1/2014				
	DETAILED DESCRIPTION: Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction.					
2.	CONTRACT AWARDED	11/28/2014				
3.	FIRST VEHICLE DELIVERED	7/1/2015				
4.	ALL VEHICLES DELIVERED	7/1/2015				
5.	CONTRACT COMPLETE	8/31/2015				

11.7A.00 PREVENTIVE MAINTENANCE

<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
0	\$283,910	\$340,692

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>

1.	Initial Expenditure	10/1/2014				
	DETAILED DESCRIPTION: Preventative Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Preventive Maintenance FY 2012 -- Total Cost \$340,692(\$283,910 FTA/\$56,782 Local Match)					
2.	Finial Expenditure	9/30/2015				

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
11.42.11 ACQUIRE - SUPPORT VEHICLES	1	\$16,000	\$20,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued	10/1/2014				
	DETAILED DESCRIPTION: One support vehicle. Useful life of 4 years or 100,000 miles.					
2.	Contract Award	11/15/2014				
3.	Contract Complete	12/15/2014				



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

AUTHORIZING RESOLUTION

Resolution No. 2014-0002

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

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

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

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

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

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

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

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

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of July, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of July, 2014.

ATTEST:

APPROVED:

DEPUTY CITY CLERK

MAYOR

CERTIFICATION

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

MAYOR

CITY CLERK

Johnny L. DuPree, Ph.D.

Sharon Waits

Date: _____

Date: _____

(S E A L)



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

AUTHORIZING RESOLUTION

Resolution No. 2014-0002

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

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

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

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

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

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

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

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

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

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

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

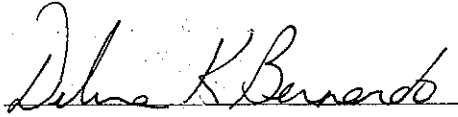
YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

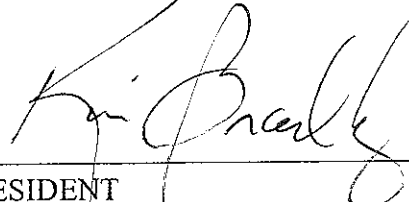
The President thereby declared the motion carried and the resolution adopted, this the 8th day of July, 2014.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

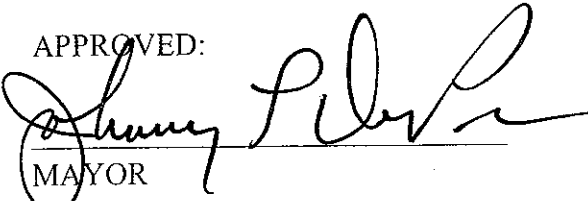

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of July, 2014.

ATTEST:


DEPUTY CITY CLERK

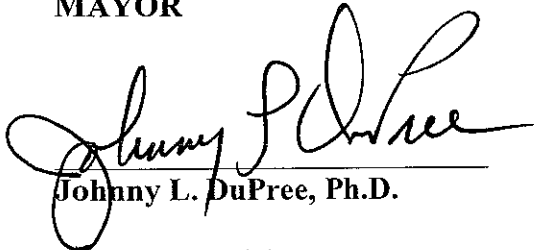
APPROVED:


MAYOR

CERTIFICATION

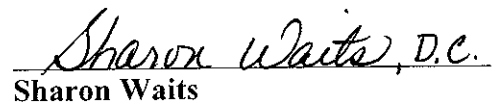
The undersigned duly qualified **Mayor Johnny L. DuPree, Ph.D.** acting on behalf of the **City of Hattiesburg, Mississippi** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened **Hattiesburg City Council meeting of the City of Hattiesburg, Mississippi** held on July 8, 2014.

MAYOR


Johnny L. DuPree, Ph.D.

Date: 7-8-14

CITY CLERK


Sharon Waits

Date: 7-8-14

(S E A L)

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Project ID:	MS-90-X090
Budget Number:	1 - Budget Pending Approval
Project Information:	Operating, PM and Capital

Part 1: Recipient Information

Project Number:	MS-90-X090
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Union Information

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

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$1,170,692
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Project Number:	MS-90-X090	Adjustment Amt:	\$0
Project Description:	Operating, PM and Capital	Total Eligible Cost:	\$1,170,692
Recipient Type:	City	Total FTA Amt:	\$749,910
FTA Project Mgr:	Guanying Lei	Total State Amt:	\$0
Recipient Contact:	Christine Brown/Katonya Darby	Total Local Amt:	\$420,782
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2015	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 10, 2012		
Program Page:	288-290		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
283380	HATTIESBURG, MS

Congressional Districts

State ID	District Code	District Official
28	4	Steven M Palazzo

Project Details

The City of Hattiesburg is applying for its FY 2012 Section 5307 apportionment. These funds will be used for the operating, preventative maintenance, and capital for the city's small urban system Hub City Transit (HCT).

This Grant will be for a total of \$1,170,692.00. It will use FY 2012 Section 5307 funds for \$749,910(FTA)and \$420,782.00(Local Match. The local match will come from the City of Hattiesburg's designated millage for transit which is a tax levied to the citizens of Hattiesburg.

The funds are programmed in the Mississippi Department of Transportation - 2012-2015 Statewide Transportation Improvement Plan (STIP) approved 8/10/2012. It is in the STIP as Volume III Hattiesburg Urbanized Area Transportation Improvement Plan pages 288-290.

The funding ratio is Operating Assistance FTA 50%, Local 50%, Preventative Maintenance FTA 80%, Local 20%, Capital Rolling Stock FTA 90%, Local 10%, Support Vehicle FTA 80%, Local 20%.

The grant will fund the following activities:

1. Operations FY 2012 - Total Cost \$700,000 (FTA \$350,000 and local \$350,000)
2. Preventive Maintenance FY 2012 - Total Cost \$340,692 (FTA \$283,910 and Local \$56,782)
3. Bus Rolling Stock FY 2012 - Total Cost \$110,000 (FTA \$100,000 and Local \$10,000)
4. Support Vehicle FY 2012 - Total Cost \$20,000 (FTA \$16,000 and Local \$4,000)

Earmarks

No information found.

Security

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

1. No Deficiency found from threat/vulnerability assessment.

Grant applicant has conducted a threat and vulnerability assessment and finds there are no deficiencies that require additional investment in security projects at this time. [The threat and vulnerability assessment is No.8 in Top 20 Security Action list at <http://transit-safety.volpe.dot.gov/security/SecurityInitiatives/Top20/default.asp>]

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
300-00 OPERATING ASSISTANCE	0	\$350,000.00	\$700,000.00
<u>ACTIVITY</u>			
30.09.01 UP TO 50% FEDERAL SHARE	0	\$350,000.00	\$700,000.00
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	2	\$116,000.00	\$130,000.00
<u>ACTIVITY</u>			
11.12.04 BUY REPLACEMENT <30 FT BUS	1	\$100,000.00	\$110,000.00
11.42.11 ACQUIRE - SUPPORT VEHICLES	1	\$16,000.00	\$20,000.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$283,910.00	\$340,692.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE MAINTENANCE	0	\$283,910.00	\$340,692.00

Estimated Total Eligible Cost:		\$1,170,692.00
Federal Share:		\$749,910.00
Local Share:		\$420,782.00

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

None

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

11.12.04	BUY REPLACEMENT <30 FT BUS	Diesel Fuel
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Extended Budget Descriptions

30.09.01	UP TO 50% FEDERAL SHARE	0	\$350,000.00	\$700,000.00
Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs.. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				
11.12.04	BUY REPLACEMENT <30 FT BUS	1	\$100,000.00	\$110,000.00
Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction. The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				
11.42.11	ACQUIRE - SUPPORT VEHICLES	1	\$16,000.00	\$20,000.00
Purchase of 1 support vehicle. Useful life of 4 years or 100,000 miles.				
11.7A.00	PREVENTIVE MAINTENANCE	0	\$283,910.00	\$340,692.00
Preventive Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budget for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility, maintenance and other items needed for PM of its fixed route and paratransit fleet. The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				

Changes since the Prior Budget

No information found.

Part 4. Milestones

30.09.01 UP TO 50% FEDERAL SHARE 0 \$350,000 \$700,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2014
	Operating Assistance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for operations will cover the day to day operation of HCT which will include but not limited to salaries, office expenses, supplies and other items needed for operations of its fixed route and paratransit services. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) Timeline for expenditures will be October 1, 2014 to September 30, 2015.	
2.	Final Expenditure	Sep. 30, 2015

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$110,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Oct. 01, 2014
	Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction.	
2.	CONTRACT AWARDED	Nov. 28, 2014
3.	FIRST VEHICLE DELIVERED	Jul. 01, 2015
4.	ALL VEHICLES DELIVERED	Jul. 01, 2015
5.	CONTRACT COMPLETE	Aug. 31, 2015

11.42.11 ACQUIRE - SUPPORT VEHICLES 1 \$16,000 \$20,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Oct. 01, 2014
	One support vehicle. Useful life of 4 years or 100,000 miles.	
2.	Contract Award	Nov. 15, 2014
3.	Contract Complete	Dec. 15, 2014

11.7A.00 PREVENTIVE MAINTENANCE 0 \$283,910 \$340,692

	Milestone Description	Est. Comp. Date
1.	Initial Expenditure	Oct. 01, 2014
	Preventative Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Preventive Maintenance FY 2012 -- Total Cost \$340,692(\$283,910 FTA/\$56,782 Local Match)	
2.	Final Expenditure	Sep. 30, 2015

Part 5. Environmental Findings

300901 UP TO 50% FEDERAL SHARE 0 \$350,000 \$700,000

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

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

111204 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$110,000

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117A00 PREVENTIVE MAINTENANCE 0 \$283,910 \$340,692

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles,

including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

114211 ACQUIRE - SUPPORT VEHICLES 1 \$16,000 \$20,000

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Part 6: Fleet Status

Fixed Route

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

Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	3	0	3
	B. Spares	1	0	1
	C. Total (A+B)	4	0	4
	D. Spare Ratio (B/A)	33.33%	0.00%	33.33%
II.	Inactive Fleet			
	A. Other	1	0	1

	B. Pending Disposal	0	0	0
	C. Total (A+B)	1	0	1
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

General Review

Comment Title:	New Comment
Comment By:	Abigail Rivera
Date Created:	Jun. 03, 2014
Date Updated:	None Specified
Ref Section:	Unknown

Comment Title:	Abby 5/30/2014
Comment By:	Abigail Rivera
Date Created:	May. 30, 2014
Date Updated:	May. 30, 2014
Ref Section:	Unknown
Comment:	Kudos Christine! This is one of the best grants that I have seen. Very thorough and brief. There are just a couple of minor items that can be fixed a minutes. (I think) Extended Budget Descriptions 30.09.01 This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291). This should only state the page is project is on.. The timeline for expenditures will be from October 2012 thru September 2015. This time frame must be consistent with the starting and ending date. Additionally milestones can only be for 2 years in some cases 3. Please correct the timeframes. 11.7A.00 PREVENTIVE MAINTENANCE Under this line item please provide the time frame the funds will be used. For PM you can use the current year and the past/or following year. MILESTONES You are missing one milestone Please add the missing milestone. For each line item you will need a milestone. Environmental Finding You are missing 2 environmental findings. For each line item you will need an environmental finding

Comment Title:	Abby 5/20/2014
Comment By:	Abigail Rivera
Date Created:	May. 20, 2014
Date Updated:	Jun. 03, 2014

Ref Section:	Unknown																					
Comment:	Thank you for addressing the comments below so quickly. There are still few minor items that need to be readdressed. Also Christine can you UZA ID UZA Name 280000 CLEARED 6/3/2014 283380 MISSISSIPPI Please provide Hattiesburgs UZA ID CLEARED 5/30/2014 Total FTA Amt: The numbers I add up in the STIP are greater than this amount. When I add the STIP amounts I get \$809,691. That's not a problem but you do have a carry over balance and should be noted in this grant Under project details \$749,910 CLEARED 5/30/2014 Supp. Agreement?: I believe you are a Direct Recipient and receive funding from the Governors Apportionment. You will need a supplemental Agreement. Please correct No CLEARED 5/30/2014 The grant will fund the following activities: 1. Operation FY 2012 – Total cost \$699,820. (\$349,910 federal and \$349,910 local match) CLEARED 6/3/2014 October 1, 2014 to September 30, 2015, FTA \$350,000 Local \$350,000 (50/50) CLEARED 5/30/2014 2. Other Capital(Preventive Maintenance) Total Amount \$359,892.00 FY 2012 October 1, 2014 to September 30, 2015 FTA \$299,910 Local \$59,982 (80/20) CLEARED 5/30/2014 For preventive maintenance you can only use the current year + the year prior or the following year. See the format below and correct CLEARED 5/30/2014 Note:(In the updated 2015-2019 STIP please be sure to breakout the programs rather than lumping them together under one pot such as Capital, see template) CLEARED 5/30/2014 FY12 October 1, 2012 to September 30th 2013 FY13 October 1, 2013 to September 2014 CLEARED 6/3/2014 3. Bus Rolling Stock - Total amount ?? (FTA \$100,000 Local \$17,000 (83/17) CLEARED 6/3/2014 These funds are under Safetee-LU (not MAP-21) The ratio for capital is 80/20. Only the equipment needed to comply with ADA is 90%/10% Ratio. But must be itemized in separately under the Budget. CLEARED 5/30/2014 Please check your totals again. CLEARED 5/30/2014 Part 3: Budget Project Budget <table> <tr> <th>Quantity</th> <th>FTA Amount</th> <th>Tot. Elig. Cost</th> </tr> <tr> <td>SCOPE</td> <td></td> <td></td> </tr> <tr> <td>300-00 OPERATING ASSISTANCE</td> <td>0</td> <td>\$349,910.00 \$349,910.00</td> </tr> <tr> <td>ACTIVITY</td> <td></td> <td></td> </tr> <tr> <td>30.09.01 UP TO 50% FEDERAL SHARE</td> <td>Please check your totals under Project Detail.</td> <td></td> </tr> <tr> <td>They do not match this amount,</td> <td>0</td> <td>\$349,910.00 \$349,910.00</td> </tr> <tr> <td>SCOPE</td> <td></td> <td>CLEARED 5/30/2014</td> </tr> </table>	Quantity	FTA Amount	Tot. Elig. Cost	SCOPE			300-00 OPERATING ASSISTANCE	0	\$349,910.00 \$349,910.00	ACTIVITY			30.09.01 UP TO 50% FEDERAL SHARE	Please check your totals under Project Detail.		They do not match this amount,	0	\$349,910.00 \$349,910.00	SCOPE		CLEARED 5/30/2014
Quantity	FTA Amount	Tot. Elig. Cost																				
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SCOPE		CLEARED 5/30/2014																				

111-00 BUS - ROLLING STOCK 1 \$100,000.00 \$17,000.00

ACTIVITY

11.12.04 BUY REPLACEMENT <30 FT BUS Is this a bus purchasing for ADA or a VAN,
1 \$100,000.00

Please correct. If t this is an ADA vehicle than 83% of \$17,000.00 CLEARED 5/30/2014

SCOPE

117-00 OTHER CAPITAL ITEMS (BUS) 1 \$299,910.00 \$359,892.00

ACTIVITY

11.7A.00 PREVENTIVE MAINTENANCE 1 \$299,910.00 \$359,892.00

Will you be using 10% at 100% ration for administration.? Please add if so

Estimated Total Eligible Cost: \$726,802.00

Federal Share: \$749,820.00 Please revise this budget. Local Share: -\$23,018.00

CLEARED 5/30/2014

EXTENDED BUDGET OK here is where you may get upset with me but I tried to eliminate the Scopes from the Extended Budget but actually made the Bus Scope and ALI disappear (SORRY) However, you were going to have to do this anyway to correct the totals and ratios. So please go in and correct.

30.09.01 UP TO 50% FEDERAL SHARE 1 \$350,000.00 \$700,000.00 CLEARED
5/30/2014

Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs. This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291).

FTA Amount \$349,910 (50%) Local Amount \$349,910 (50%)

The timeline for expenditures will be from October 2012 thru September 2015. Please see project details for correct dates CLEARED 5/30/2014

Part 4. Milestones Please complete the Milestones. There should be a milestone for every ALI with a minimum of 2 dates: But you should reflect Contract Award, RFP, Completion: Note; Milestones must match your start and ending date under project information. NOT CLEARED

30.09.01 UP TO 50% FEDERAL SHARE 0 \$349,910 \$349,910

Milestone Description Est. Comp. Date

1. Final Expenditure None Specified NOT CLEARED

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$17,000

Milestone Description Est. Comp. Date

1. RFP/IFB OUT FOR BID None Specified
2. CONTRACT AWARDED None Specified
3. FIRST VEHICLE DELIVERED None Specified
4. ALL VEHICLES DELIVERED None Specified
5. CONTRACT COMPLETE None Specified

ENVIRONMENTAL FINDINGS

Please provide environmental findings for each Activity Item. CLEARED 5/30/2014

Lastly, please read over some of the comments in the message below. They still might be pertinent. Thank you for the hard work
CLEARED 5/30/2014

Comment Title:	Abby 4/23/2014
Comment By:	Abigail Rivera
Date Created:	Apr. 24, 2014
Date Updated:	Jun. 03, 2014
Ref Section:	Unknown
Comment:	Thank you for your grant. I have reviewed and provided comments please address each one. This is a partial review as you will need to redo your 2 grants. Please do lapsing funds as soon as possible. CLEARED 6/3/2014 - You will need to prepare two grants. You cannot comingle FY12 funds with FY13 funds (see my email to you on April 7th. 2014). CLEARED 6/3/2014 - Please address each comment below. Also when done you can use this email to state that you have addressed it. FTA Project Mgr: Abigail Rivera Guanying Lei CLEARED 6/3/2014 Project Details please use the format below for all grants This grant will be for a total of \$???. It will use FY12, Section ??? funds for a total of \$?? (\$ FTA) and (\$ Local Match). It is programmed in the 2010-2015 MS STIP for Hattiesburg, approved ???, page/s ?, The funding ratio is FTA 80% and Local Match 20%. The Local Match will come from ??????. CLEARED 6/3/2014 This grant will fund the following projects: {for each line item in the budget you need to include in this initial list. The Extended Budget will describe these items in more detail... CLEARED 6/3/2014 - Preventive Maintenance \$???? (Item # in STIP) July 1, 2012 – June 30, 2013 July 1, 2013 – June 30th 2014 CLEARED 6/3/2014 - Operating Expenses - \$\$ (Item in STIP) Please describe what this will fund under extended budget (para transit services, fixed route). CLEARED 6/3/2014 Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). CLEARED 6/3/2014 Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment list. CLEARED 6/3/2014

Comment Title:	Technical Review
Comment By:	Guanying Lei

Date Created:	May. 15, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	1) In addition to the match ratios, the figures in the budget fields for 11.7A.00 and 11.12.04 don't match the description in the EBDs 2) Per C 9030.1E Maintenance costs can only be claimed for the current year or the immediately preceding year. Please make the correction.

Comment Title:	Abby 5/22/2014
Comment By:	Abigail Rivera
Date Created:	May. 22, 2014
Date Updated:	May. 30, 2014
Ref Section:	Unknown
Comment:	Thank you for addressing the comments below so quickly. There are still few minor items that need to be readdressed. Also Christine can you UZA ID UZA Name 280000 283380 MISSISSIPPI Please provide Hattiesburgs UZA ID Total FTA Amt: The numbers I add up in the STIP are greater than this amount. When I add the STIP amounts I get \$809,691. That's not a problem but you do have a carry over balance and should be noted in this grant Under project details \$749,910 Supp. Agreement?: I believe you are a Direct Recipient and receive funding from the Governors Apportionment. You will need a supplemental Agreement. Please correct No CLEARED 5/30/2014 The grant will fund the following activities: 1. Operation FY 2012 – Total cost \$699,820. (\$349,910 federal and \$349,910 local match) October 1, 2014 to September 30, 2015, FTA \$350,000 Local \$350,000 (50/50) CLEARED 5/30/2014 2. Other Capital(Preventive Maintenance) Total Amount \$359,892.00 FY 2012 October 1, 2014 to September 30, 2015 FTA \$299,910 Local \$59,982 (80/20) For preventive maintenance you can only use the current year + the year prior or the following year. See the format below and correct Note:(In the updated 2015-2019 STIP please be sure to breakout the programs rather than lumping them together under one pot such as Capital, see template) CLEARED 5/30/2014 FY12 October 1, 2012 to September 30th 2013 FY13 October 1, 2013 to September 2014 CLEARED 5/30/2014 3. Bus Rolling Stock - Total amount ?? (FTA \$100,000 Local \$17,000 (83/17) These funds are under Safetee-LU (not MAP-21) The ratio for capital is 80/20. Only the equipment needed to comply with ADA is 90%/10% Ratio. But must be itemized in separately under the Budget.

Please check your totals again. CLEARED 5/30/2014

Part 3: Budget

Project Budget

Quantity FTA Amount Tot. Elig. Cost

SCOPE

300-00 OPERATING ASSISTANCE 0 \$349,910.00 \$349,910.00

ACTIVITY

30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail.

They do not match this amount, CLEARED 5/30/2014

0 \$349,910.00 \$349,910.00

SCOPE

111-00 BUS - ROLLING STOCK 1 \$100,000.00 \$17,000.00

ACTIVITY

11.12.04 BUY REPLACEMENT <30 FT BUS Is this a bus purchasing for ADA or a VAN,
1 \$100,000.00

Please correct. If t this is an ADA vehicle than 83% of \$17,000.00 CLEARED 5/30/2014

SCOPE

117-00 OTHER CAPITAL ITEMS (BUS) 1 \$299,910.00 \$359,892.00

ACTIVITY

11.7A.00 PREVENTIVE MAINTENANCE 1 \$299,910.00 \$359,892.00

Will you be using 10% at 100% ration for administration.? Please add if so CLEARED 5/30/2014

Estimated Total Eligible Cost: \$726,802.00

Federal Share: \$749,820.00

Please revise this budget. Local Share: -\$23,018.00

EXTENDED BUDGET OK here is where you may get upset with me but I tried to eliminate the Scopes from the Extended Budget but

Actually made the Bus Scope and ALI disappear (SORRY) However, you were going to have to do this anyway to correct the totals and ratios. So please go in and correct.

30.09.01 UP TO 50% FEDERAL SHARE 1 \$350,000.00 \$700,000.00

CLEARED 5/30/2014

Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs.. CLEARED 5/30/2014

This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291).

FTA Amount \$349,910 (50%) Local Amount \$349,910 (50%)

The timeline for expenditures will be from October 2012 thru September 2015. Please see project details for correct dates CLEARED 5/30/2014

Part 4. Milestones Please complete the Milestones. There should be a milestone for every ALI with a minimum of 2 dates: But you should reflect Contract Award, RFP, Completion: Note; Milestones must match your start and ending date under project information.

CLEARED 5/30/2014

30.09.01 UP TO 50% FEDERAL SHARE 0 \$349,910 \$349,910

	Milestone Description Est. Comp. Date 1. Final Expenditure None Specified 11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$17,000
	Milestone Description Est. Comp. Date 1. RFP/IFB OUT FOR BID None Specified 2. CONTRACT AWARDED None Specified 3. FIRST VEHICLE DELIVERED None Specified 4. ALL VEHICLES DELIVERED None Specified 5. CONTRACT COMPLETE None Specified ENVIRONMENTAL FINDINGS Please provide environmental findings for each Activity Item. CLEARED 5/30/2014 Lastly, please read over some of the comments in the message below. They still might be pertinent. Thank you for the hard work

Comment Title:	New Comment
Comment By:	Valencia D Williams
Date Created:	May. 09, 2014
Date Updated:	May. 09, 2014
Ref Section:	Unknown
Comment:	1. Recheck all match ratios. 2. The match ratio for 11.7A.00 should be 80/20. 3. Attach STIP page 4. Start/end dates should collorate to milestone dates.

Comment Title:	Civil Rights Exempt
Comment By:	Abigail Rivera
Date Created:	May. 22, 2014
Date Updated:	May. 22, 2014
Ref Section:	Unknown
Comment:	CR Review - Exempt This grant does not include: new construction, construction that involves alterations, rebuild or remanufacture of stations, stops, or vehicles, and does not require a civil rights review. Additionally, the civil rights programs are "Concurred", or are "In Review", or "N/A".

Part 8: Results of Reviews

The reviewer did not find any errors

MS-90-X090 Quarterly Narrative Report

Jan. 01, 2014 through Mar. 31, 2014

As Of Jun. 03, 2014

(DRAFT)

MS/P Report In Progress , No FFR

Part 1: Recipient Information

Project Number:	MS-90-X090
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Part 2: Project Information

Project No:	MS-90-X090
Brief Desc:	Operating, PM and Capital
FTA Project Mgr:	Guanying Lei
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2015
Gross Project Cost:	\$1,170,692
Adjustment Amt:	\$0
Total Eligible Cost:	\$1,170,692
Total FTA Amt:	\$749,910
Total State Amt:	\$0
Total Local Amt:	\$420,782
Other Federal Amt:	\$0

Part 3: Federal Financial ReportNo FFR**Part 4. Milestone/Progress Report**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
30.09.01 UP TO 50% FEDERAL SHARE	0	\$350,000	\$700,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Initial Expenditure	10/1/2014				
	DETAILED DESCRIPTION: Operating Assistance for the City of					

	Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for operations will cover the day to day operation of HCT which will include but not limited to salaries, office expenses, supplies and other items needed for operations of its fixed route and paratransit services. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) Timeline for expenditures will be October 1, 2014 to September 30, 2015.				
2.	Final Expenditure	9/30/2015			

11.12.04 BUY REPLACEMENT <30 FT BUS

<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
1	\$100,000	\$110,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB OUT FOR BID	10/1/2014				
	DETAILED DESCRIPTION: Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction.					
2.	CONTRACT AWARDED	11/28/2014				
3.	FIRST VEHICLE DELIVERED	7/1/2015				
4.	ALL VEHICLES DELIVERED	7/1/2015				
5.	CONTRACT COMPLETE	8/31/2015				

11.7A.00 PREVENTIVE MAINTENANCE

<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
0	\$283,910	\$340,692

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>

1.	Initial Expenditure	10/1/2014				
	DETAILED DESCRIPTION: Preventative Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Preventive Maintenance FY 2012 -- Total Cost \$340,692(\$283,910 FTA/\$56,782 Local Match)					
2.	Final Expenditure	9/30/2015				

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
11.42.11 ACQUIRE - SUPPORT VEHICLES	1	\$16,000	\$20,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued	10/1/2014				
	DETAILED DESCRIPTION: One support vehicle. Useful life of 4 years or 100,000 miles.					
2.	Contract Award	11/15/2014				
3.	Contract Complete	12/15/2014				



City of Hattiesburg, MS

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

Master

File Number: 2014-1200

File ID: 2014-1200

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/26/2014

Brief Title: Amend and Correct Resolution

Final Action:

Minute Book Number: MB2014-188

Title:

Amend and correct Resolution adopted March 18, 2014 at (MB 2014-77) declaring vehicles surplus (per attached list) and authorizing the sale of said vehicles at public auction due to an error in the year of a vehicle.

Notes:

Sponsors:

Enactment Date:

Attachments: Amend Surplus Vehicles MEMO 7-8-14, Amend Surplus Vehicle Resolution 7-8-14, executed Amend Surplus Vehicle Resolution 7-8-14

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Amend				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Amend and correct Resolution adopted March 18, 2014 at (MB 2014-77) declaring vehicles surplus (per attached list) and authorizing the sale of said vehicles at public auction due to an error in the year of a vehicle.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1200

Title

Amend and correct Resolution adopted March 18, 2014 at (MB 2014-77) declaring vehicles surplus (per attached list) and authorizing the sale of said vehicles at public auction due to an error in the year of a vehicle.

Summary

Amend and correct resolution

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

TO: Mayor and City Council
FR: Wiley Quinn, Code Enforcement Manager
DATE: July 1, 2014
RE: Amend Resolution

Amend and correct Resolution adopted March 18, 2014 at (MB 2014-77) declaring vehicles surplus (per attached list) and authorizing the sale of said vehicles at public auction due to an error in the year of a vehicle.

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
14042	Ford Crown Victoria	2004	2FAFP74W44X132639

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicles:

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
10060	Ford Crown Victoria	1998	2FAFP73W2WX120769
14042	Ford Crown Victoria	2004	2FAFP74W44X132639
10715	Chevrolet ½ ton Pick-Up	1990	1GCC514X2W8243811
9569	Ford Taurus	1997	1FALP52UXVA215852
11058	Dodge Stratus	1999	1B3EJ56H1XN652511

to be surplus and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said vehicles in accordance with appropriate Miss Code statutes.

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell at public auction, one (1) 1998 Ford Crown Victoria (Unit 10060), one (1) 2004 Crown Victoria (Unit 14042), one (1) 1990 Chevy ½ ton pick up (Unit 10715), one (1) 1997 Ford Taurus (Unit 9569), and one (1) 1999 Dodge Stratus (Unit 11058).

NOW, THEREFORE, BE IT RESOLVED that the City of Hattiesburg Council does hereby declare surplus the following vehicles:

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
10060	Ford Crown Victoria	1998	2FAFP73W2WX120769
14042	Ford Crown Victoria	2004	2FAFP74W44X132639
10715	Chevrolet ½ ton Pick-Up	1990	1GCC514X2W8243811
9569	Ford Taurus	1997	1FALP52UXVA215852
11058	Dodge Stratus	1999	1B3EJ56H1XN652511

and authorizes to be sold at public auction.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 8th day of July, A.D., 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 8th day of July, A.D., 2014.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicles:

<u>Unit#</u>	<u>Make/Model</u>	<u>MFR Date</u>	<u>VIN</u>
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9569	Ford Taurus	1997	1FALP52UXVA215852
11058	Dodge Stratus	1999	1B3EJ56H1XN652511

and authorizes to be sold at public auction.

The foregoing resolution having been reduced to writing, the same 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, on this 8th day of July, A.D., 2014.

(SEAL)

ATTEST:

Sharon K. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 8th day of July, A.D., 2014.

ATTEST:

Sharon W. White, D.C.
CITY CLERK

ADOPTED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1202

File ID: 2014-1202

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Rezoning - 1710 James Street

Final Action: 07/08/2014

Minute Book Number: MB2014-188

Title: APPROVE or DENY to Adopt an Ordinance, for the petition filed by Frankie L. Benton, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: June PC Minutes (DRAFT), Image Sheet - 1710 James St (Benton), Staff Summary - 1710 James St (Rezoning), Ordinance - 1710 James (Benton), executed Ordinance - 1710 James (Benton) ORD#3136

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to APPROVE to Adopt an Ordinance (#3136), for the petition filed by Frankie L. Benton, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1202

Title

APPROVE or DENYto Adopt an Ordinance, for the petition filed by Frankie L. Benton, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Summary

Rezoning - 1704 James Street

**MINUTES OF THE
SPECIAL-CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 18, 2014**

The Hattiesburg Planning Commission did meet in a special-called session on June 18, 2014 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Don McCleskey

Also Present: Pattie Brantley, AICP, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Tamika Paige, Planning Office Manager

Joseph White, Chairman, declared the special-called meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Commissioner Annie Pope, gave the invocation.

AGENDA REVIEW

There came the matter of the June 2014 Agenda. Ms. Brantley pointed out an error in the order of petitions within the public hearing which needed correction. A request was made by Chairman White for a motion to Approve or Deny the amended June 2014 Agenda. A motion was made by Commissioner Wilson to Approve the June 2014 Agenda and Seconded by Commissioner Horton.

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

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the May 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Minutes. A motion was made by

Commissioner McMurtrey to approve the minutes and seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided the commission with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White reported that John Blanks had given his resignation to the Mayor after the May Commission Meeting and thanked him for his service as a commissioner.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Article 3, Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet, for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN #16475, Ward 4). The subject property is zoned B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Rob Parker, Manager	2300 Hardy Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the variance for the side yard setback variance of sixteen (16) feet of the requirements of Article 3, Section 60.04.2.C to allow a fourteen (14) foot from the side property line. She stated the basis for her motion is that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Pope.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Zoning Designation), John Eye, Petitioner, on behalf of LongLeaf Trace, LLC / Stan Hall, Owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Ed Vines, Mr. Eye Rep.	127 Lexington Circle	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Horton made a motion to approve the zoning designation of A-2 (Agricultural-Residential) District. She stated the basis for her motion is that it has been unzoned since annexation. The motion was seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C (Rezoning), Frankie L. Benton, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Frankie Benton	19 Langston Rd	Hattiesburg, MS
<u>Proponents:</u>	Frank Hall	718 Tatum Rd	Hattiesburg, MS
	Pamela Cooley	1710 James St	Hattiesburg, MS
	Lillie Casks	847 Edward Knight Rd	Hattiesburg, MS
	Doris Benton	19 Langston Rd	Hattiesburg, MS
	Leroy Dravage	33 Vicks Circle	Hattiesburg, MS
<u>Opponents:</u>	None		

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

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

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:08 P.M.

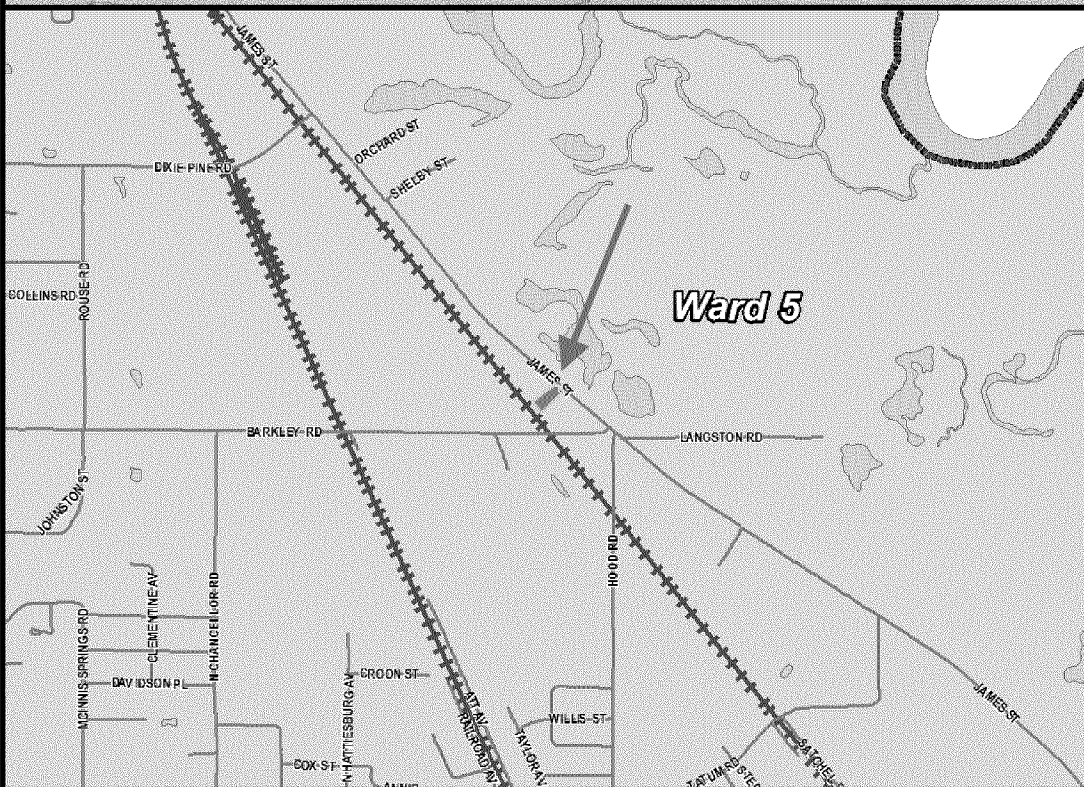
Joe White, Chairman

Pattie Brantley, Director of Urban Development.

SUBJECT PARCEL:

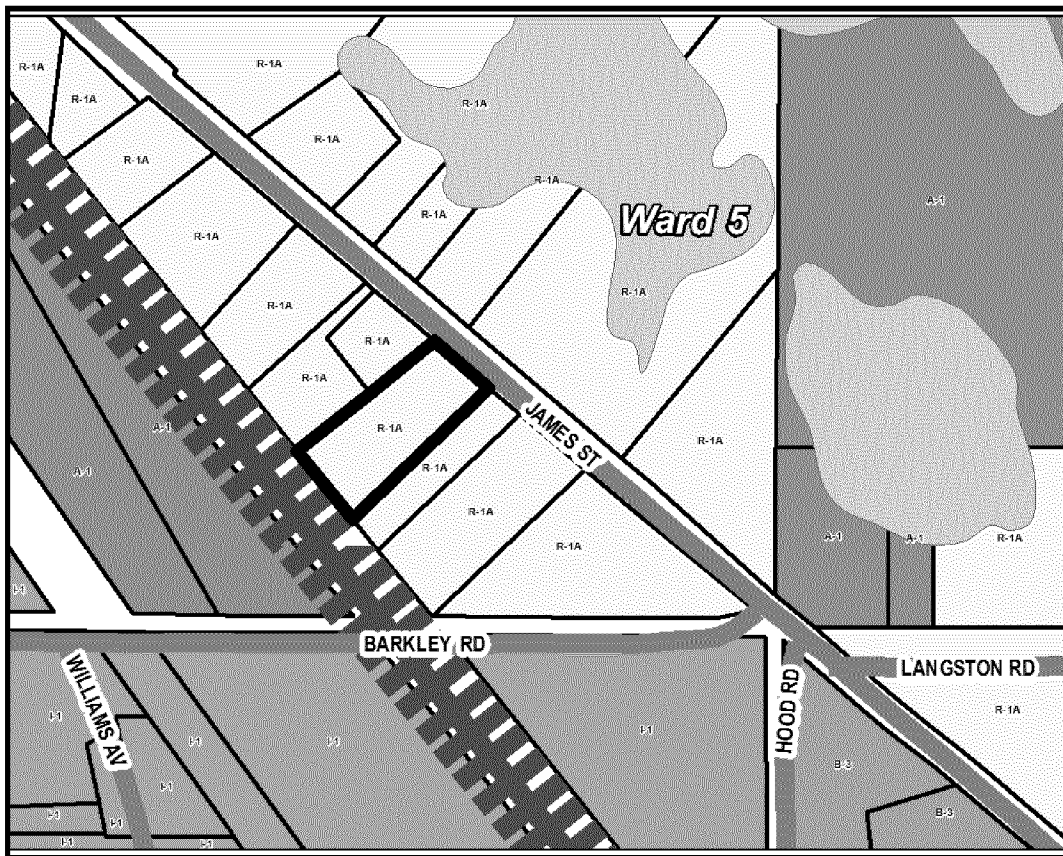
1710 James Street, Frankie Benton

The applicant is requesting a Rezoning from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District.

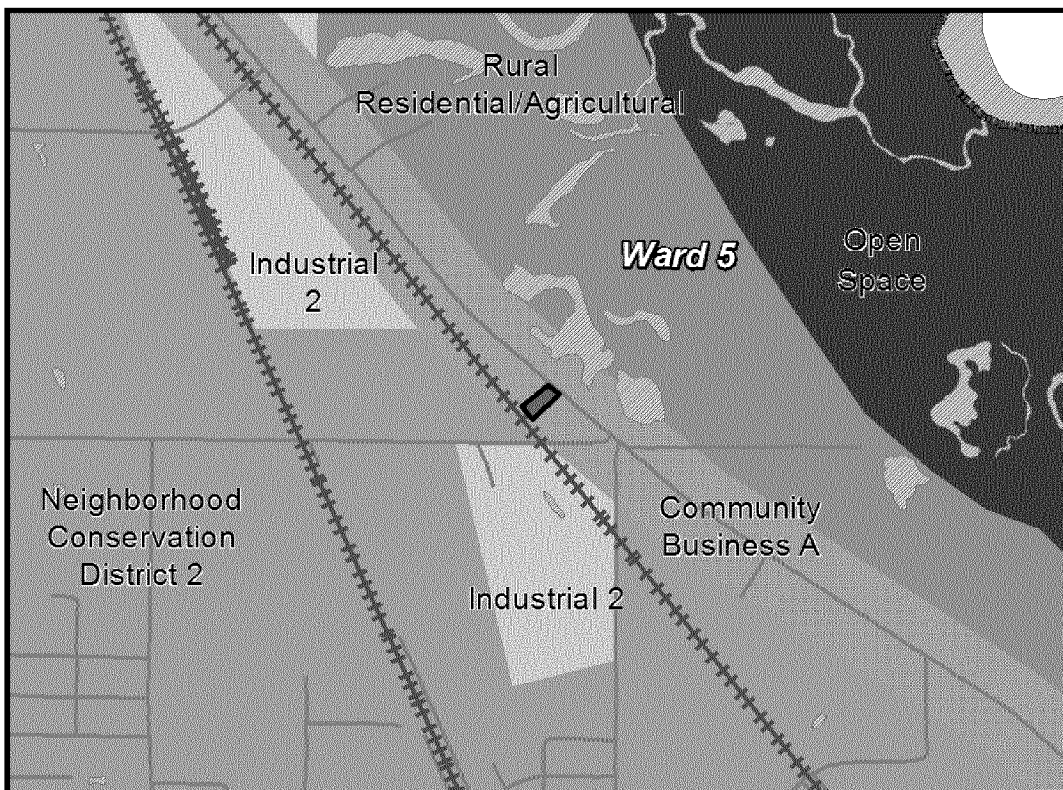


Vicinity Map

Zoning Map



Future Land Use Map

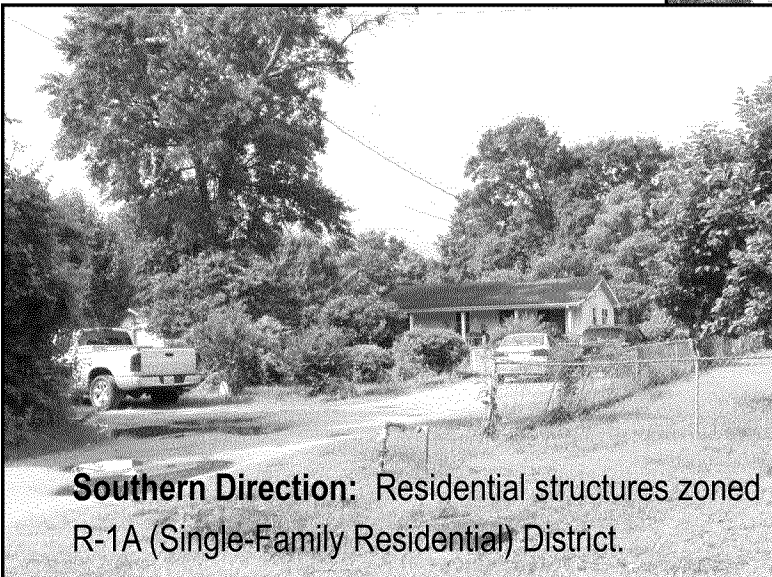


SURROUNDING AREA

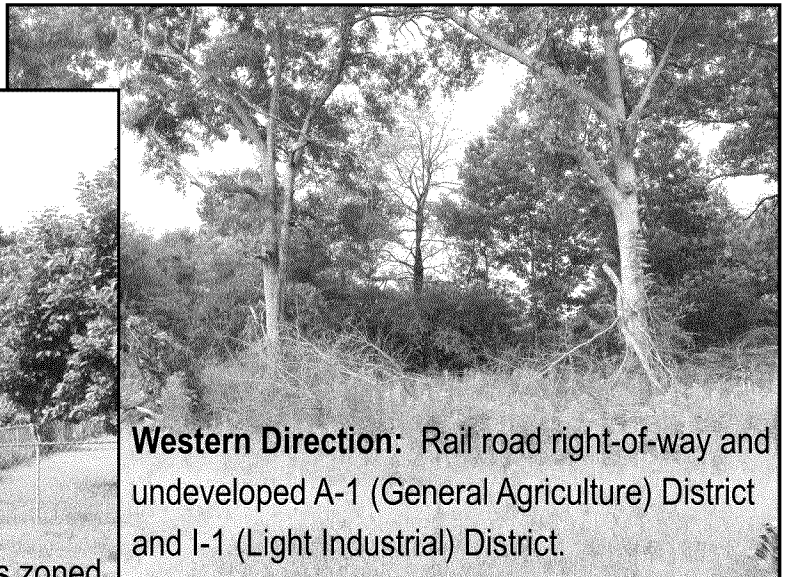
Northern Direction: Undeveloped lot zoned R-1A (Single-Family Residential) District.



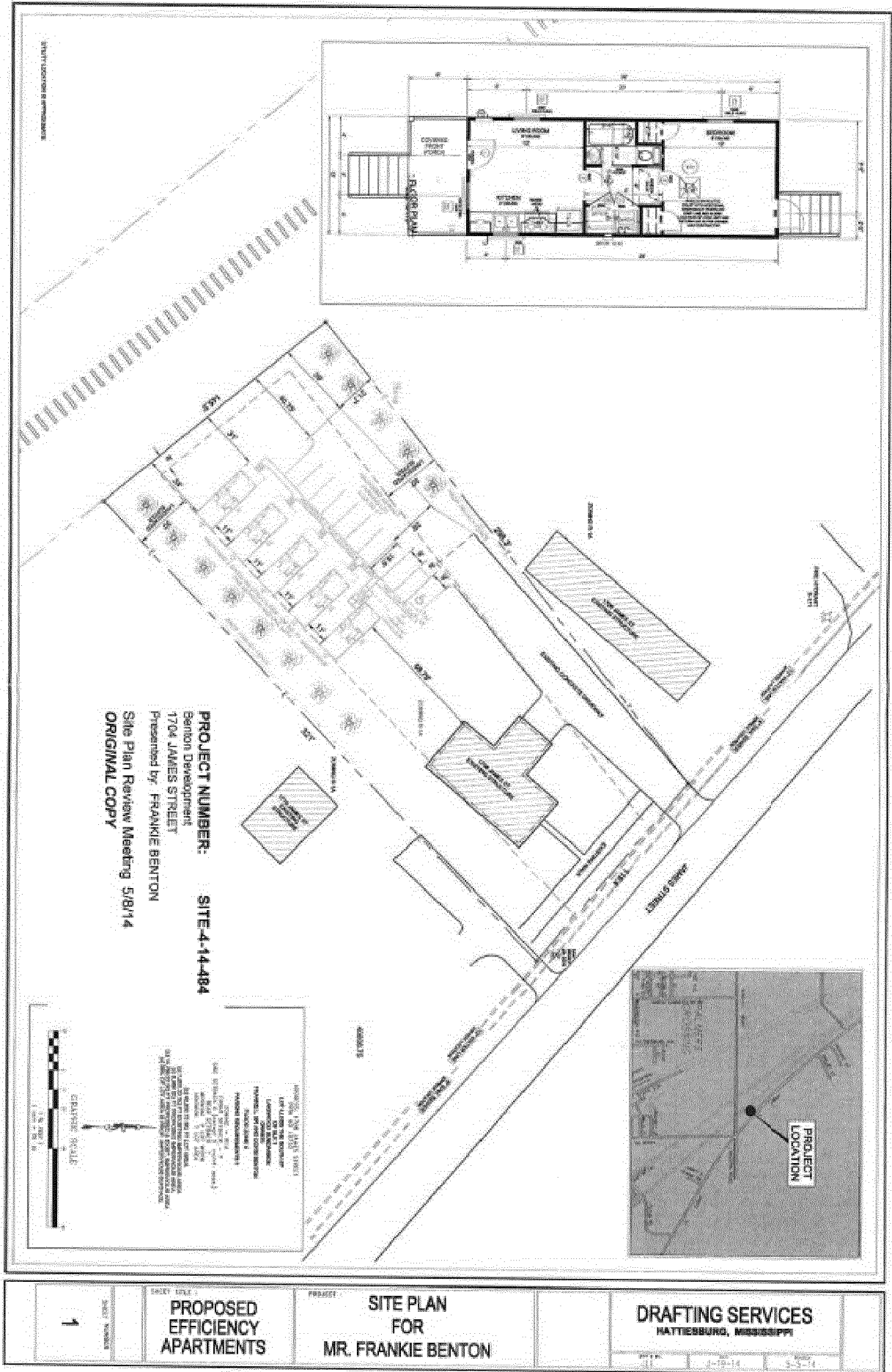
Eastern Direction: Residential structure and business zoned R-1A (Single Family Residential) District.



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



Western Direction: Rail road right-of-way and undeveloped A-1 (General Agriculture) District and I-1 (Light Industrial) District.







**Planning Commission
Case Fact Sheet**

Name of Applicant: Frankie Benton, Owner

Address of Property:
1710 James Street

Tax Parcels/Ward:
037N-23-038.00

PPIN:
10732

Ward:
5

Requests: **Rezoning**

Purpose of Request: To consider an application for a **Rezoning** from **R-1A (Single-Family Residential) District** to **R-3 (Multi-Family Residential) District**.

Applicant Summary: The purpose of rezoning this property is to allow for five cabins 12' by 38' to be built behind the existing structure at 1710 James Street. These cabins would be affordable for those working low income jobs in the immediate area.

Applicable Regulations:
SECTION 52

R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT

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

SECTION 56

R-3 MULTI-FAMILY RESIDENTIAL DISTRICT

56.01 General Description: This is a residential district to provide for medium and high population density. The principal use of land may range from single family dwelling units to multi-family, not exceeding eight dwelling units per lot, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning: The Parcel is currently zoned R-1A (Single-Family Residential) District.

Present Use: Residential Structure

Surrounding Zoning and Land Use:
North: R-1A Single Family Residential District
South: R-1A Single Family Residential District
East: R-1A Single Family Residential District
West: A-1 General Agricultural District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Community Business Corridor.

District Overview: **The Community Business District** is primarily a non-residential district located along the city's major roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns.

District Characteristics: The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; suburban style, higher-intensity business developments that provide services to the entire community; and less-intensive commercial uses than are found in the Regional Business District.

District Land Uses: The following land uses should be found in this district: residential uses; public and quasi-public uses, such as churches and schools; and general indoor retail, service and office land uses that do not require the outdoor storage of goods or equipment.

Most Nearly Bounded By (streets): This parcel is bounded to the north and east by James Street (Old Highway 49), Barkley Road to the south, and Savannah Street to the west.

Adverse Influences: Inconsistent with surrounding zoning.

Positive Influences: Consistent with Future Land Use Map in the Comprehensive Plan.
Providing low income housing opportunities in the area.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of June 13, 2014.

Comments: Located in Comprehensive Plan Future Land Use Map - Community Business Corridor.

R-1A is predominant zoning, but surrounding uses are not all consistent.

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

Options: Recommend approval or denial of the request to rezone the subject parcel from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District. Said parcel being: 037N-23-038.00 (PPIN #10732).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 1710 JAMES STREET (PARCEL 037N-
23-038.00, PPIN 10732, WARD 5), FROM R-1A (SINGLE-FAMILY RESIDENTIAL)
DISTRICT TO R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT.**

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

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

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

Said property is described as follows:

PPIN 10732 (1710 James Street):

Lot 4, Block 1, of the Lakewood Subdivision of a part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 23, Township 4 North, Range 13 West as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi: Less and Except the South 67 feet of Lot 4 of Block 1 of Lakewood Subdivision lying west of Old Highway #24 determined as follows: Beginning at the Southwest corner of Lot 4 of Block 1 of Lakewood Subdivision to and for a point of beginning; thence run East along the South line of said Lot 4 a distance of 321 feet to a point on the West margin of Old Highway #24; thence run

North 52 degrees West along the West margin of said Highway #24 a distance of 67 feet; thence run South 54 degrees west a distance of 321 feet; thence run South 52 degrees East a distance of 67 feet to the point of beginning. Being a part of the SE ¼ of the SE ¼ of Section 23, Township 4 North, Range 13 West, Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3136

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 1710 JAMES STREET (PARCEL 037N-
23-038.00, PPIN 10732, WARD 5), FROM R-1A (SINGLE-FAMILY RESIDENTIAL)
DISTRICT TO R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT.**

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

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

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

Said property is described as follows:

PPIN 10732 (1710 James Street):
Lot 4, Block 1, of the Lakewood Subdivision of a part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 23, Township 4 North, Range 13 West as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi: Less and Except the South 67 feet of Lot 4 of Block 1 of Lakewood Subdivision lying west of Old Highway #24 determined as follows: Beginning at the Southwest corner of Lot 4 of Block 1 of Lakewood Subdivision to and for a point of beginning; thence run East along the South line of said Lot 4 a distance of 321 feet to a point on the West margin of Old Highway #24; thence run

North 52 degrees West along the West margin of said Highway #24 a distance of 67 feet; thence run South 54 degrees west a distance of 321 feet; thence run South 52 degrees East a distance of 67 feet to the point of beginning. Being a part of the SE ¼ of the SE ¼ of Section 23, Township 4 North, Range 13 West, Forrest County, Mississippi.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

The foregoing Ordinance having been reduced to writing, the same was Dryden introduced by Council member Delgado seconded by Council member 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 foregoing Ordinance adopted and approved, this the 8th day of July A.D., 2014.
(S E A L)

ATTEST:

Debra K. Benard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 8th day of July A.D., 2014.

ATTEST:

Sharon Watts, D.C.
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1203

File ID: 2014-1203

Type: Ordinance

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Zoning of Annexed Property - J Ed Turner Rd (John Eye)

Final Action: 07/08/2014

Minute Book Number: MB2014-189

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: June PC Minutes (DRAFT), Image Sheet - J Ed Turner Dr (Eye), Staff Summary - 0 J Ed Turner Road (Zoning Designation), Ordinance -J Ed Turner (Eye), executed Ordinance -J Ed Turner (Eye) ORD#3137

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	07/08/2014					
2	City Council	07/08/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to APPROVE to Adopt an Ordinance (#3137) for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2014-1203

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Summary

Zoning of Annexed Property - J Ed Turner Rd (John Eye)

**MINUTES OF THE
SPECIAL-CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 18, 2014**

The Hattiesburg Planning Commission did meet in a special-called session on June 18, 2014 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Don McCleskey

Also Present: Pattie Brantley, AICP, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Tamika Paige, Planning Office Manager

Joseph White, Chairman, declared the special-called meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Commissioner Annie Pope, gave the invocation.

AGENDA REVIEW

There came the matter of the June 2014 Agenda. Ms. Brantley pointed out an error in the order of petitions within the public hearing which needed correction. A request was made by Chairman White for a motion to Approve or Deny the amended June 2014 Agenda. A motion was made by Commissioner Wilson to Approve the June 2014 Agenda and Seconded by Commissioner Horton.

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

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the May 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Minutes. A motion was made by

Commissioner McMurtrey to approve the minutes and seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided the commission with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White reported that John Blanks had given his resignation to the Mayor after the May Commission Meeting and thanked him for his service as a commissioner.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Article 3, Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet, for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN #16475, Ward 4). The subject property is zoned B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Rob Parker, Manager	2300 Hardy Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the variance for the side yard setback variance of sixteen (16) feet of the requirements of Article 3, Section 60.04.2.C to allow a fourteen (14) foot from the side property line. She stated the basis for her motion is that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Pope.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Zoning Designation), John Eye, Petitioner, on behalf of LongLeaf Trace, LLC / Stan Hall, Owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Ed Vines, Mr. Eye Rep.	127 Lexington Circle	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Horton made a motion to approve the zoning designation of A-2 (Agricultural-Residential) District. She stated the basis for her motion is that it has been unzoned since annexation. The motion was seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C (Rezoning), Frankie L. Benton, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Frankie Benton	19 Langston Rd	Hattiesburg, MS
<u>Proponents:</u>	Frank Hall	718 Tatum Rd	Hattiesburg, MS
	Pamela Cooley	1710 James St	Hattiesburg, MS
	Lillie Casks	847 Edward Knight Rd	Hattiesburg, MS
	Doris Benton	19 Langston Rd	Hattiesburg, MS
	Leroy Dravage	33 Vicks Circle	Hattiesburg, MS
<u>Opponents:</u>	None		

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

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

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:08 P.M.

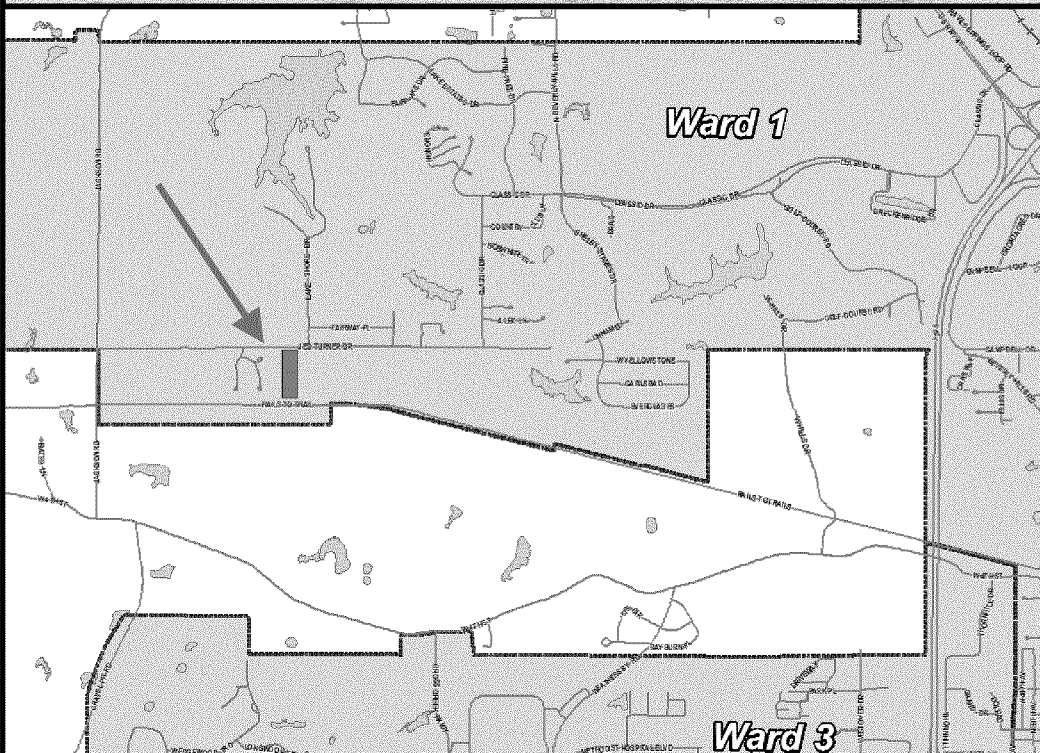
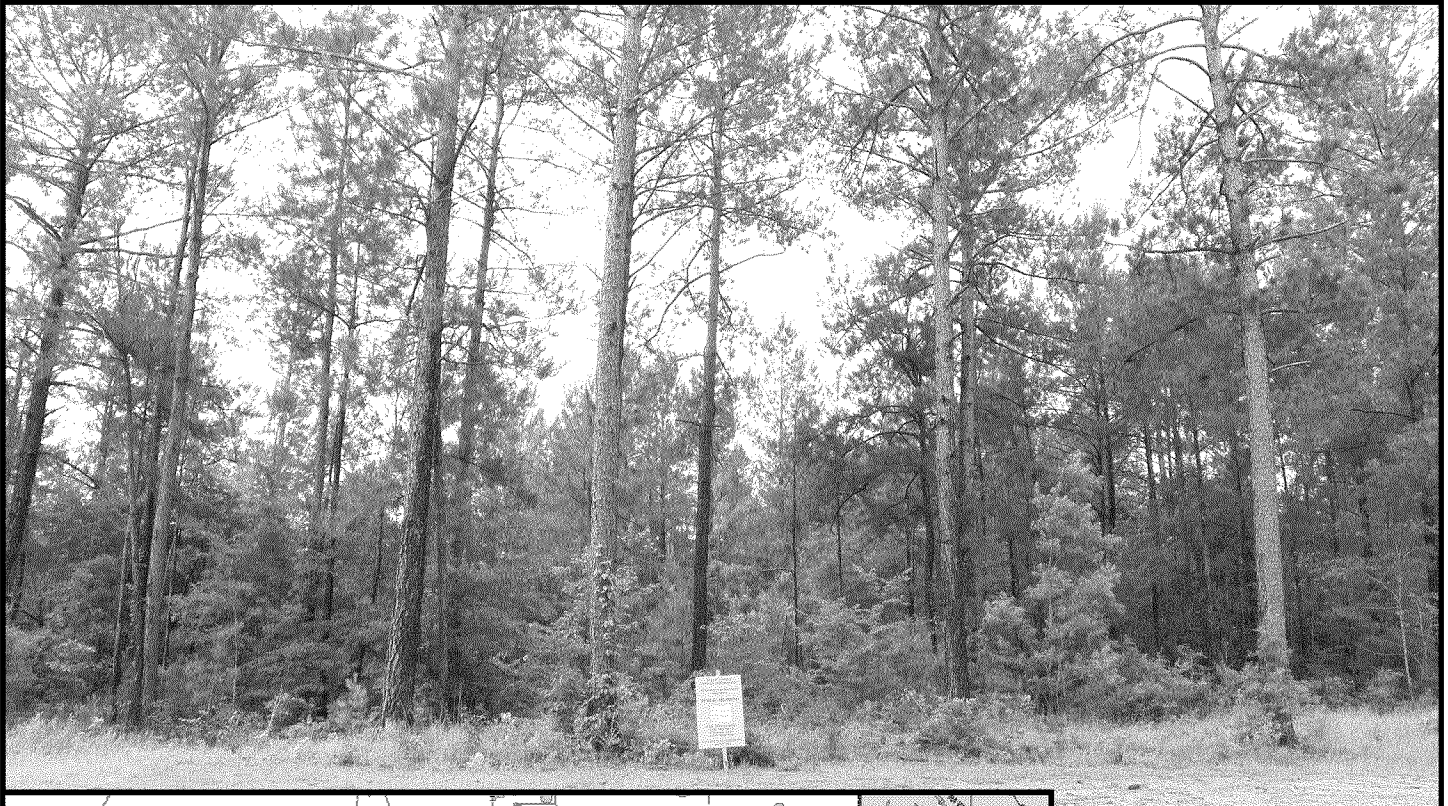
Joe White, Chairman

Pattie Brantley, Director of Urban Development.

SUBJECT PARCEL:

0 J Ed Turner Drive, John Eye

The applicant requests a zoning designation of A-2 (Agricultural-Residential) District to allow the owner to construct a residence on the lot.

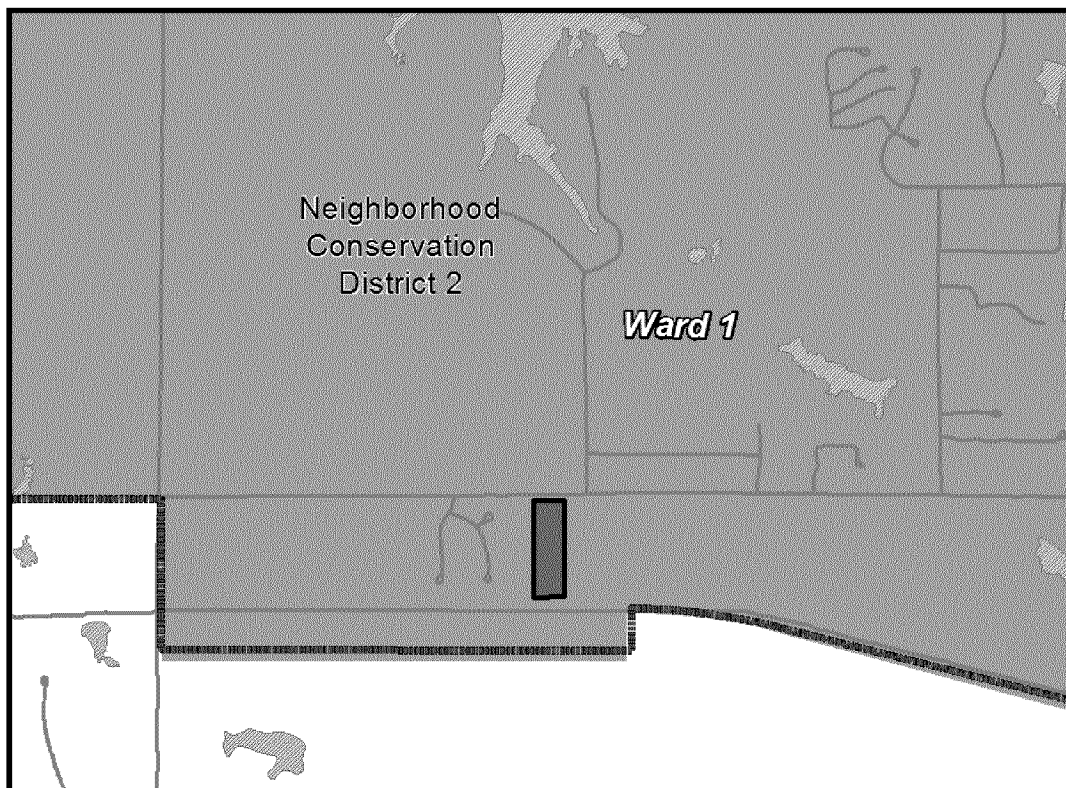


Vicinity Map

Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Lake Estates Development zoned R-1A (Single-Family Residential) District and undeveloped forested land zoned A-1 (General Agricultural) District is located to the north of the property.



Eastern Direction: More undeveloped and unzoned lots similar to the subject parcel.



Southern Direction: Long Leaf Trace and forested lands.



Western Direction: Unzoned Subdivision.



**Planning Commission
Case Fact Sheet**

Name of Applicant:	John Eye, Applicant		
Name of Owners:	Longleaf Trace, LLC / Stan Hall, Owners		
Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
0 J. Ed Turner Drive	052B-03-004.002	30696	1

Requests: **Zoning**

Purpose of Request: To consider an application to **Designate the Zoning** within an annexed and unzoned area as **A-2 (Agricultural-Residential) District.**

Applicant Summary: Property was annexed on October 21, 2008 and is currently not zoned.

Applicable Regulations:
SECTION 51

A-2 AGRICULTURAL-RESIDENTIAL DISTRICT

51.01 General Description - This district is intended to provide an area for residential development with restricted agricultural endeavors. This zoning district is to encourage large lots, open space and low density of population through Single-Family residential development in an agricultural environment.

**Surrounding Zoning
and Land Use:**

North: R-1A Single Family Residential District / A-1 General Agriculture District
South: Unincorporated Lamar County
East: Unzoned / City of Hattiesburg
West: Unzoned / City of Hattiesburg

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Neighborhood Conservation District 2.

District Overview: The **Neighborhood Conservation District 2** is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

**Most Nearly
Bounded By (streets):**

This parcel is bounded to the north by J. Ed Turner Drive, Jackson Road to the west, W 4th Street to the south, and Evergreen Road to the east.

Adverse Influences:

None

Positive Influences:

Allow for development of the site.

Consistent with surrounding development patterns.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of June 13, 2014.

Comments:

Previously undeveloped property.

A-2 is appropriate for low density development.

Basis for Approval:

Annexation

Options:

Recommend approval or denial of the request to designate the zoning of the subject parcel to A-2 (Agricultural-Residential) District. Said parcel being: 052B-03-004.002 (PPIN #30696).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR AN UNDEVELOPED LOT ALONG J. ED TURNER ROAD (A PORTION OF
PARCEL 052B-03-004.002, PPIN 30696, WARD 1), FROM ANNEXED AND UNZONED
TO A-2 (AGRICULTURAL-RESIDENTIAL) DISTRICT.**

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

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

Annexation

Said property is described as follows:

A PORTION OF PPIN 30696 (J. Ed Turner Road):

A part of the Northwest ¼ of the Northeast ¼ of Section 3, Township 4 North, Range 14 West, County of Lamar, State of Mississippi, being more particularly described as:

Commencing at the Northeast Corner of said Section 3; thence run South for 0.89 feet to a point on the South Right-of-Way line of J. Ed Turner Road; thence run S89°59'05" W along said South Right-of-Way line for 1030.96 feet; thence run S88°29'19"W along said South Right-of-Way line for 773.49 feet to the Point-of-Beginning; thence run S89°16'15"W along said South Right-of-Way line for 257.76 feet; thence run South for 849.85 feet to a point on the North Right-of-Way line of Longleaf Trace (Rails to Trails); thence run S88°07'46"E along said North Right-of-Way line for 257.88 feet; thence run North for 844.71 feet to the Point-of-Beginning, comprising 5.01 Acres more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3137

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR AN UNDEVELOPED LOT ALONG J. ED TURNER ROAD (A PORTION OF
PARCEL 052B-03-004.002, PPIN 30696, WARD 1), FROM ANNEXED AND UNZONED
TO A-2 (AGRICULTURAL-RESIDENTIAL) DISTRICT.**

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

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

Annexation

Said property is described as follows:

A PORTION OF PPIN 30696 (J. Ed Turner Road):

A part of the Northwest ¼ of the Northeast ¼ of Section 3, Township 4 North, Range 14 West, County of Lamar, State of Mississippi, being more particularly described as:

Commencing at the Northeast Corner of said Section 3; thence run South for 0.89 feet to a point on the South Right-of-Way line of J. Ed Turner Road; thence run S89°59'05" W along said South Right-of-Way line for 1030.96 feet; thence run S88°29'19"W along said South Right-of-Way line for 773.49 feet to the Point-of-Beginning; thence run S89°16'15"W along said South Right-of-Way line for 257.76 feet; thence run South for 849.85 feet to a point on the North Right-of-Way line of Longleaf Trace (Rails to Trails); thence run S88°07'46"E along said North Right-of-Way line for 257.88 feet; thence run North for 844.71 feet to the Point-of-Beginning, comprising 5.01 Acres more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

The foregoing Ordinance having been reduced to writing, the same was Delgado introduced by Council member Naylor seconded by Council member 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 foregoing Ordinance adopted and approved, this the 8th day of July A.D., 2014.

(S E A L)

ATTEST:

Delora K. Burando
CLERK OF COUNCIL

ADOPTED:

K. Braddy
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 8th day of July A.D., 2014.

ATTEST:

Sharon Winters, D.C.
CITY CLERK

APPROVED:

Jimmy J. White
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1201

File ID: 2014-1201

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Variance - 2300 Hardy Street (McAlister's)

Final Action: 07/08/2014

Minute Book Number: MB2014-189

Title:

APPROVE or DENY the petition filed by Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, to request a variance from Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN# 16475, Ward 4). The subject property is zoned B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: June PC Minutes (DRAFT), Image Sheet - McAlisters, Staff Summary - McAlister's (Setback Variance)

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to APPROVE the petition filed by Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, to request a variance from Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN# 16475, Ward 4). The subject property is zoned B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1201

Title

APPROVE or DENY the petition filed by Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, to request a variance from Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN# 16475, Ward 4). The subject property is zoned B-3 (Community Business) District; Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Summary

Variance - 2300 Hardy Street (McAlister's)

**MINUTES OF THE
SPECIAL-CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 18, 2014**

The Hattiesburg Planning Commission did meet in a special-called session on June 18, 2014 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Don McCleskey

Also Present: Pattie Brantley, AICP, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Tamika Paige, Planning Office Manager

Joseph White, Chairman, declared the special-called meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Commissioner Annie Pope, gave the invocation.

AGENDA REVIEW

There came the matter of the June 2014 Agenda. Ms. Brantley pointed out an error in the order of petitions within the public hearing which needed correction. A request was made by Chairman White for a motion to Approve or Deny the amended June 2014 Agenda. A motion was made by Commissioner Wilson to Approve the June 2014 Agenda and Seconded by Commissioner Horton.

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

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the May 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Minutes. A motion was made by

Commissioner McMurtrey to approve the minutes and seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided the commission with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White reported that John Blanks had given his resignation to the Mayor after the May Commission Meeting and thanked him for his service as a commissioner.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Article 3, Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet, for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN #16475, Ward 4). The subject property is zoned B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Rob Parker, Manager	2300 Hardy Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the variance for the side yard setback variance of sixteen (16) feet of the requirements of Article 3, Section 60.04.2.C to allow a fourteen (14) foot from the side property line. She stated the basis for her motion is that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Pope.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Zoning Designation), John Eye, Petitioner, on behalf of LongLeaf Trace, LLC / Stan Hall, Owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Ed Vines, Mr. Eye Rep.	127 Lexington Circle	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Horton made a motion to approve the zoning designation of A-2 (Agricultural-Residential) District. She stated the basis for her motion is that it has been unzoned since annexation. The motion was seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C (Rezoning), Frankie L. Benton, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Frankie Benton	19 Langston Rd	Hattiesburg, MS
<u>Proponents:</u>	Frank Hall	718 Tatum Rd	Hattiesburg, MS
	Pamela Cooley	1710 James St	Hattiesburg, MS
	Lillie Casks	847 Edward Knight Rd	Hattiesburg, MS
	Doris Benton	19 Langston Rd	Hattiesburg, MS
	Leroy Dravage	33 Vicks Circle	Hattiesburg, MS
<u>Opponents:</u>	None		

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

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

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:08 P.M.

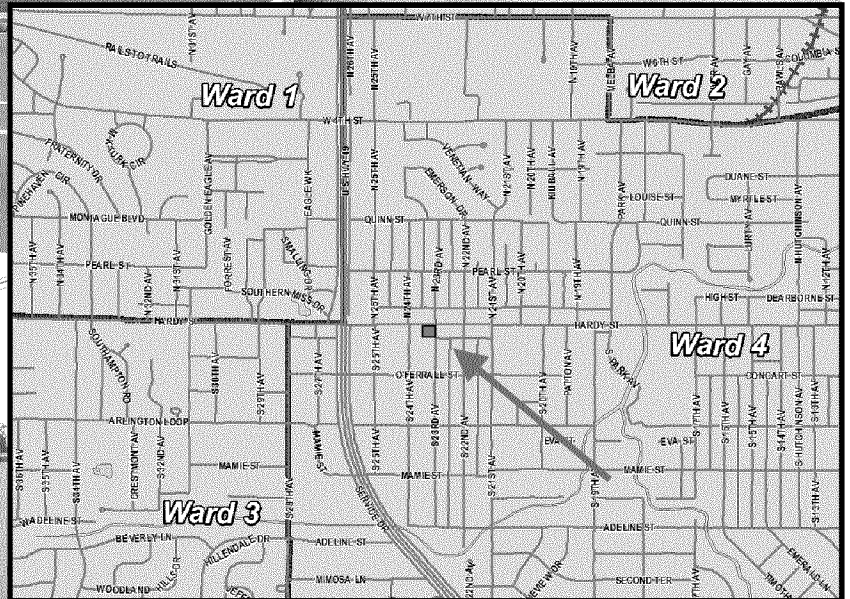
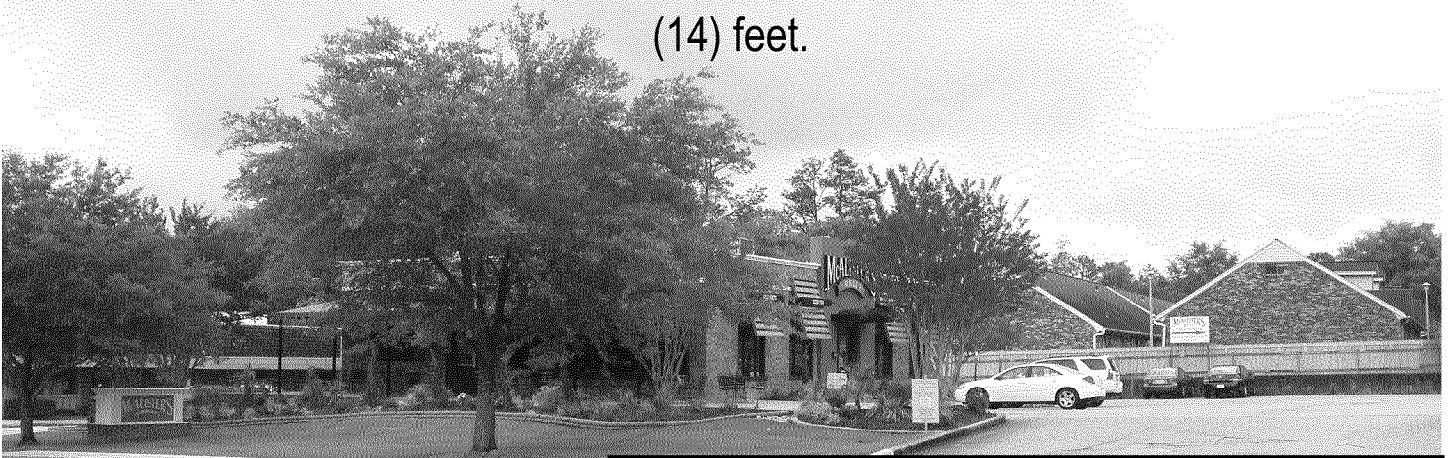
Joe White, Chairman

Pattie Brantley, Director of Urban Development.

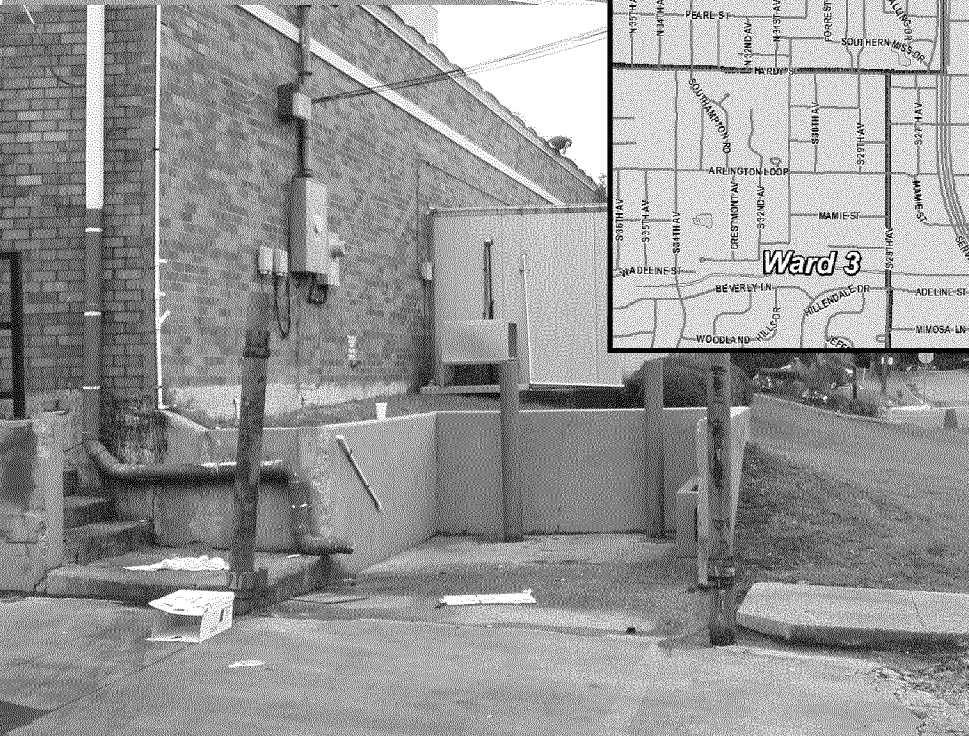
SUBJECT PARCEL:

McAlister's Deli 2300 Hardy Street

The applicant requests a Side Yard Setback Variance from Article 3, Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet.



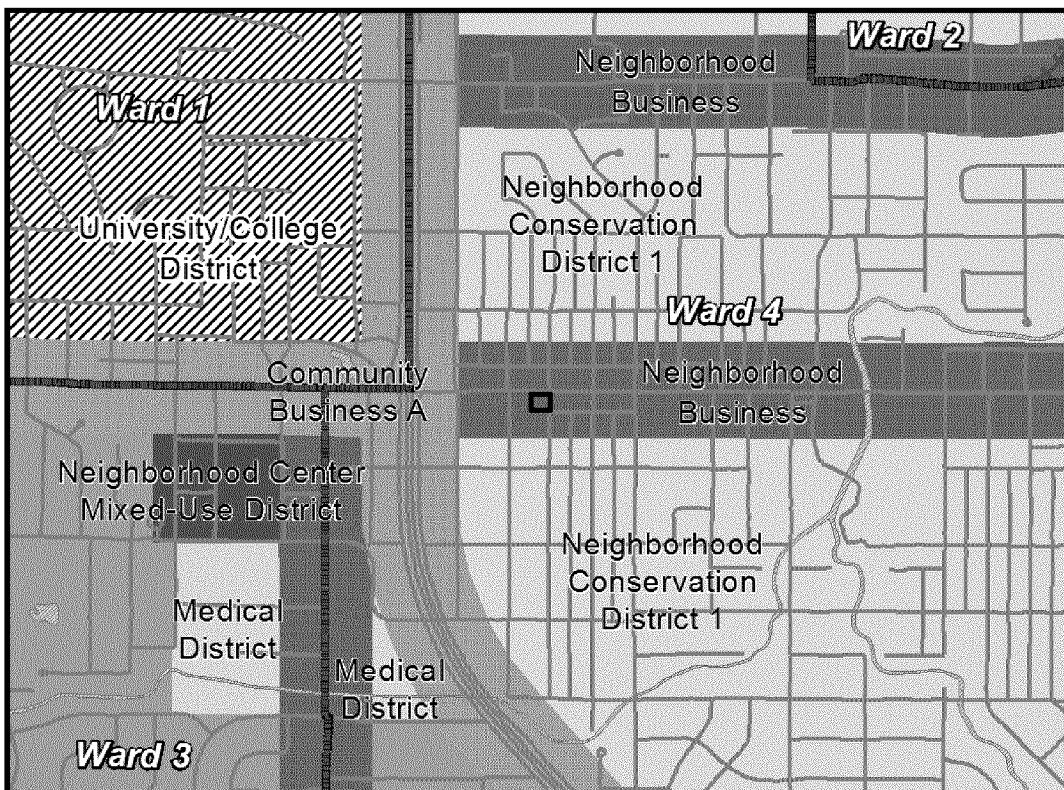
Vicinity Map



Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: To the north of the property are businesses along the Hardy Street Corridor.



Western Direction: To the west of the property is a gas and mini-mart.

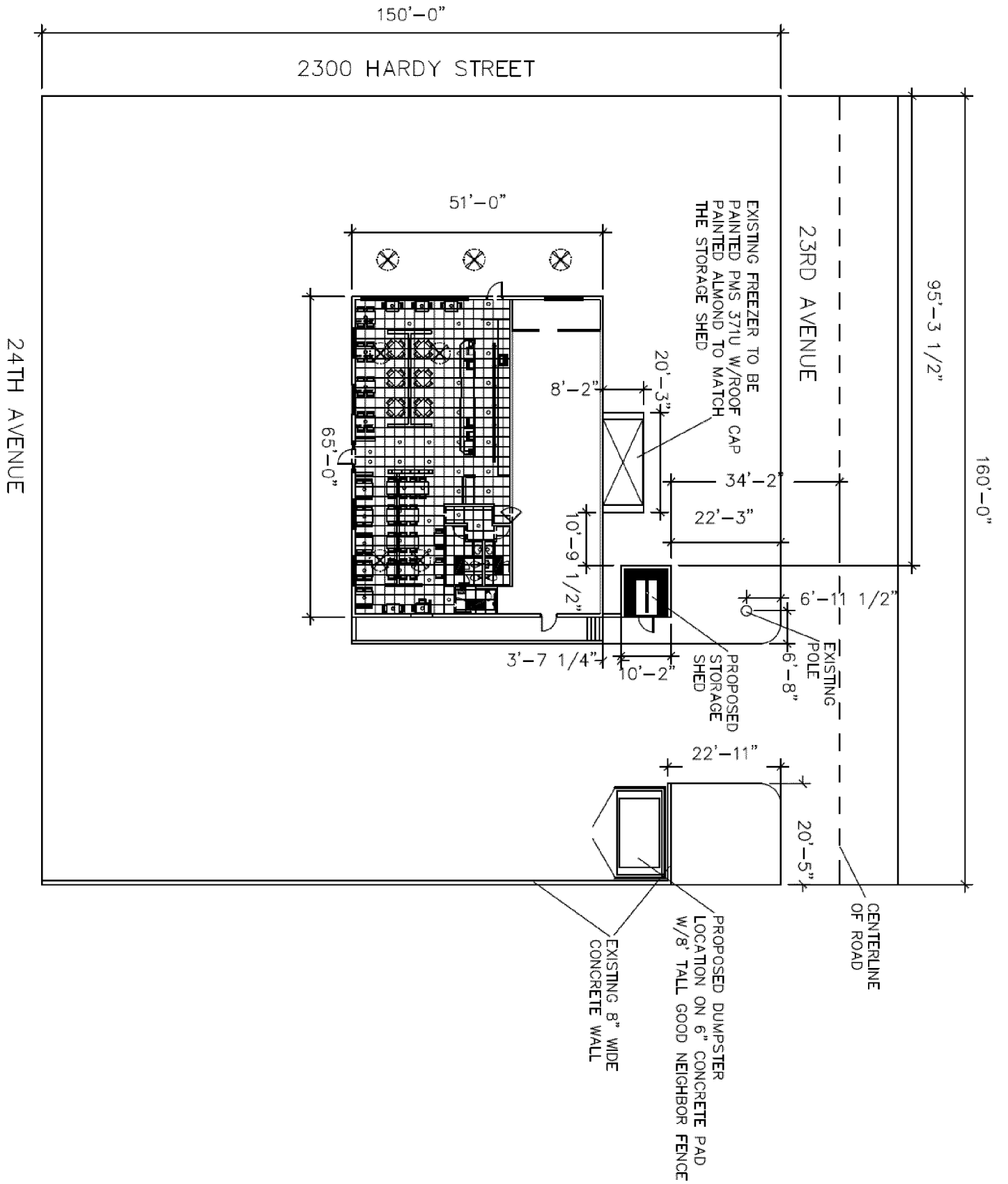


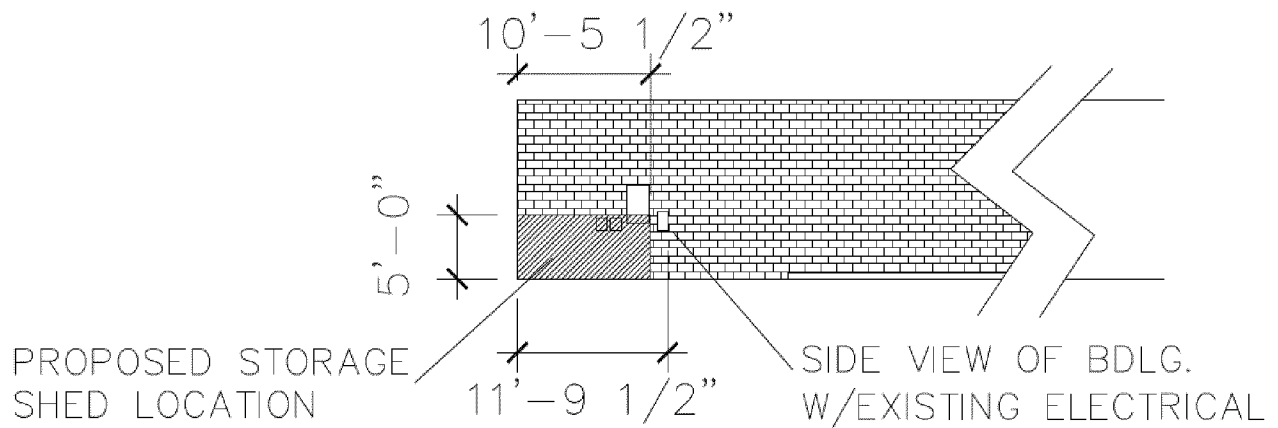
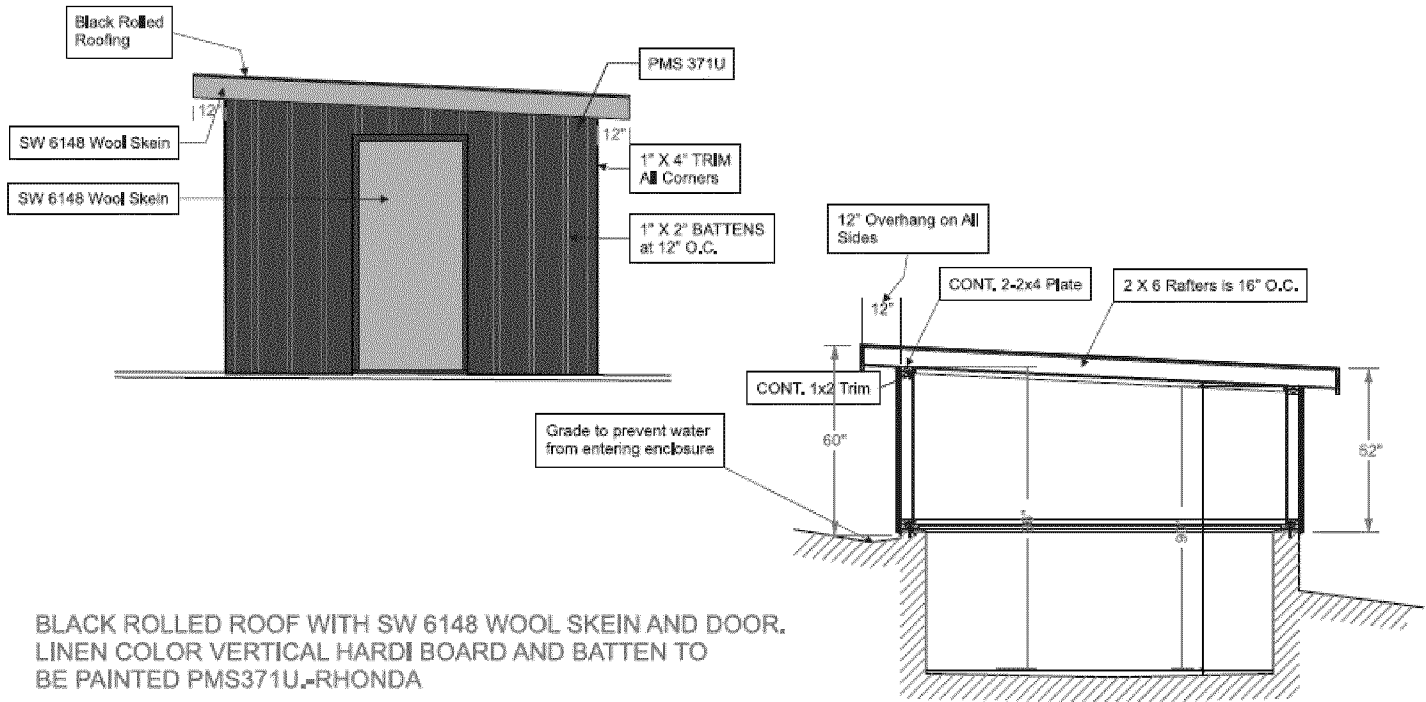
Eastern Direction: To the east of the property is the Gold Post restaurant.



Southern Direction: To the south of the property is a residential area of apartments and houses.











**Planning Commission
Case Fact Sheet**

Name of Applicant: Cheryl Brown, Petitioner
McAlister's Corp, Owner

Address of Property: 2300 Hardy Street
Tax Parcels/Ward: 028O-08-113.00
PPIN: 16475
Ward: 4

Requests: **Setback Variance**

Purpose of Request: To consider an application for a **Side Yard Setback Variance** from Article 3, Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet.

Applicant Summary: The applicant plans to build a 10.75' by 11.75' storage building on an existing dumpster cement slab.

Applicable Regulations:

SECTION 60

B-3 COMMUNITY BUSINESS DISTRICT

60.01 General Description – This business district is intended for the conduct of personal and business services and retail business of the community. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

60.04.2.C – On a corner lot the side yard abutting a street right-of-way shall be minimum of thirty (30) feet.

Present Zoning: The Parcel is currently zoned B-3 (Community Business) District.

Present Use: McAlister's Deli

**Surrounding Zoning
and Land Use:**

North: B-3 Community Business District / Hardy St Corridor
South: R-3 Multi-Family Residential District
East: B-3 Community Business District / Hardy St Corridor
West: B-3 Community Business District / Hardy St Corridor

Future Land Use Plan:

The subject parcel is shown in the 2008 Future Land Use Map as Neighborhood Business District.

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

District Characteristics: The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

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

**Most Nearly
Bounded By (streets):**

This parcel is bounded to the north by Hardy Street, the east by S. 23rd Avenue, the south by O'Ferral Street, and the west by S. 24th Avenue.

Adverse Influences:

Encroaches on side setback.

Positive Influences:

Relocation and installation of new dumpster pad with a good neighbor fence.

Storage building utilizes existing concrete footprint.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of June 13, 2014.

Comments:

The site is a non-contributing architectural element within the

Parkhaven Historic District.

The Historic Commission has approved the design, materials, and site plan contingent on the approval of this variance.

The proposed style of the improvements is consistent with the style of the existing structure.

Basis for Approval:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances do not result from the actions of the applicant;
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Options:

Recommend approval or denial of the request for a side yard setback variance of sixteen (16) feet of the requirements of Article 3, Section 60.04.2.C to allow construction to a point fourteen (14) feet from the front property line for the subject parcel: 028O-08-113.00 (PPIN #16475).



City of Hattiesburg, MS

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

Master

File Number: 2014-1209

File ID: 2014-1209

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Approve MOU between City and MDOT for the
Hawkins Elementary Safe Routes to School Project.

Final Action: 07/08/2014

Minute Book Number: MB2014-190

Title:

Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Hawkins Elementary Safe Routes to School project (Project Number SRSP-7207-00(004)LPA/106877-401000); Authorize Mayor to execute duplicate originals.

Notes:

Sponsors:

Enactment Date:

Attachments: MOU 106879 Hawkins, executed MOU 106879
Hawkins

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Hawkins Elementary Safe Routes to School project (Project Number SRSP-7207-00(004)LPA/106877-401000); Authorize Mayor to execute duplicate originals.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1209

Title

Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Hawkins Elementary Safe Routes to School project (Project Number SRSP-7207-00(004)LPA/106877-401000); Authorize Mayor to execute duplicate originals.

Summary

Approve MOU between City and MDOT for the Hawkins Elementary Safe Routes to School Project.

Budget Information

072201.7225.05

Project total \$248,125.00 (80% Federal / 20% Local)

Federal Grant \$198,500.00

Local Match \$49,625.00

Expenditure Type

Grant

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Jackie Duckworth
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, Mississippi 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499B Highway 49, Saucier, Mississippi 39574-9740
June 20, 2014

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Memorandum of Understanding, MOU, for Transportation Alternatives Project
Hawkins Elementary Safe Routes to School Project

Dear Mayor Dupree,

The above referenced federal aid project has been activated and assigned project number:
SRSP-7207-00(004)LPA/106877-401000. This number should be used in its entirety on all
correspondence for this project.

Attached are the duplicate copies of the replacement Memorandum of Understanding, MOU, for
the above referenced project for your review and processing. The MOU outlines responsibilities
and funding as required by the MDOT project development manual, PDM, for federal funding.
Please execute the MOU in duplicate and return with governing council or board minutes
signifying approval. Please mail to:

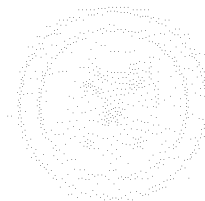
Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations
activities or press release for this project. The MDOT public relations liaison for District VI is
Layla Essary, telephone number 601-466-1881. Should you need additional information, contact
my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments



Memorandum of Understanding

Project No. SRSP-7207-00(004)LPA/106877-401000
Hawkins Elementary Safe Routes to School Project
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg Mississippi, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize SRSP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to improvements, including but not limited to, pedestrian improvements leading to Hawkins Elementary School; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 198,500.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2016. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.
8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

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9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
- j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
- k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

For Technical Matters:

COMMISSION:

David Seyfarth
District LPA Coordinator – District Six
MDOT
16499-B HWY 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:

Craig Dearman
Department of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Memorandum of Understanding

Project No. SRSP-7207-00(004)LPA/106877-401000
Hawkins Elementary Safe Routes to School Project
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg Mississippi, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize SRSP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to improvements, including but not limited to, pedestrian improvements leading to Hawkins Elementary School; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 198,500.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2016. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

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11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
- j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
- k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

For Technical Matters:

COMMISSION:

David Seyfarth
District LPA Coordinator – District Six
MDOT
16499-B HWY 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:

Craig Dearman
Department of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Memorandum of Understanding

Project No. SRSP-7207-00(004)LPA/106877-401000
Hawkins Elementary Safe Routes to School Project
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg Mississippi, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize SRSP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to improvements, including but not limited to, pedestrian improvements leading to Hawkins Elementary School; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 198,500.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2016. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

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9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
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- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
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For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

For Technical Matters:

COMMISSION:

David Seyfarth
District LPA Coordinator – District Six
MDOT
16499-B HWY 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:

Craig Dearman
Department of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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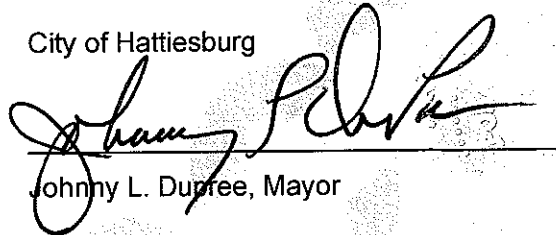
ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 8th day of July, 20 .

City of Hattiesburg


Johnny L. Dupree, Mayor

Attested:


(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



City of Hattiesburg, MS

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

Master

File Number: 2014-1210

File ID: 2014-1210

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Approve MOU between City and MDOT for the Tuscan Avenue Improvements Project.

Final Action: 07/08/2014

Minute Book Number: MB2014-190

Title:

Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Tuscan Avenue Pedestrian Improvement project (Project Number STP-7197-00(002)LPA/106879-701000); Authorize Mayor to execute duplicate originals.

Notes:

Sponsors:

Enactment Date:

Attachments: MOU 106879 Tuscan, executed MOU 106879 Tuscan

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Tuscan Avenue Pedestrian Improvement project (Project Number STP-7197-00(002)LPA/106879-701000); Authorize Mayor to execute duplicate originals.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1210

Title

Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Transportation Commission for the Tuscan Avenue Pedestrian Improvement project (Project Number STP-7197-00(002)LPA/106879-701000); Authorize Mayor to execute duplicate originals.

Summary

Approve MOU between City and MDOT for the Tuscan Avenue Improvement Project.

Budget Information

072201.7225.06

Project total \$380,855.00 (80% Federal / 20% Local)

Federal Grant \$304,684.00

Local Match \$76,171.00

Expenditure Type

Grant

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Jackie Duckworth
Deputy Executive Director/
Administration



Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

Melinda L. McGrath
Executive Director

P. O. Box 551 / Hattiesburg, Mississippi 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499B Highway 49, Saucier, Mississippi 39574-9740
June 20, 2014

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Memorandum of Understanding, MOU, for Transportation Alternatives Project
Pedestrian Improvements along Tuscan Avenue

Dear Mayor Dupree,

The above referenced federal aid project has been activated and assigned project number:
STP-7197-00(002)LPA /106879-701000. This number should be used in its entirety on all
correspondence for this project.

Attached are the duplicate copies of the replacement Memorandum of Understanding, MOU, for
the above referenced project for your review and processing. The MOU outlines responsibilities
and funding as required by the MDOT project development manual, PDM, for federal funding.
Please execute the MOU in duplicate and return with governing council or board minutes
signifying approval. Please mail to:

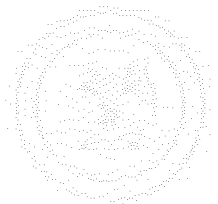
Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations
activities or press release for this project. The MDOT public relations liaison for District VI is
Layla Essary, telephone number 601-466-1881. Should you need additional information, contact
my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments



Memorandum of Understanding

Project No. STP-7197-00(002)LPA /106879-701000
Pedestrian Improvements Along Tuscan Avenue
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg Mississippi, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize TAP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to improvements, including but not limited to, pedestrian improvements along Tuscan Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 304,684.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2016. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.
8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

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9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
- j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
- k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

For Technical Matters:

COMMISSION:

David Seyfarth
District LPA Coordinator – District Six
MDOT
16499-B HWY 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:

Craig Dearman
Department of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Memorandum of Understanding

Project No. STP-7197-00(002)LPA /106879-701000
Pedestrian Improvements Along Tuscan Avenue
Hattiesburg, MS

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WHEREAS, the LPA has announced its intentions to improvements, including but not limited to, pedestrian improvements along Tuscan Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 304,684.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2016. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
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6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.
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11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

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B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

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F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
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- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
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G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

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ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

For Technical Matters:

COMMISSION:

David Seyfarth
District LPA Coordinator – District Six
MDOT
16499-B HWY 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:

Craig Dearman
Department of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

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So agreed this the _____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Memorandum of Understanding

Project No. STP-7197-00(002)LPA /106879-701000
Pedestrian Improvements Along Tuscan Avenue
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg Mississippi, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize TAP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to improvements, including but not limited to, pedestrian improvements along Tuscan Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 304,684.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2016. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
- j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
- k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

For Technical Matters:

COMMISSION:

David Seyfarth
District LPA Coordinator – District Six
MDOT
16499-B HWY 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:

Craig Dearman
Department of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: (601) 554-1014
Fax: (601) 584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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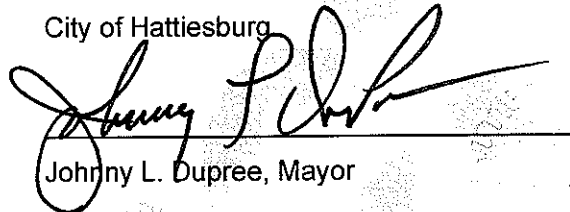
ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 8th day of July, 20 .

City of Hattiesburg


Johnny L. Dupree, Mayor

Attested:


(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



City of Hattiesburg, MS

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

Master

File Number: 2014-1227

File ID: 2014-1227

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/02/2014

Brief Title: Notice of Termination of Agreement with
Groundworx, LLC

Final Action: 07/08/2014

Minute Book Number: MB2014-190-193

Title:

Authorize Mayor to provide Notice of Termination of the Agreement for the Treatment of Wastewater between the City of Hattiesburg, Mississippi and Groundworx, LLC as provided for in Section 6.21.1 of the aforementioned agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: Notice of Termination Letter to Groundworx
(01846458)

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1		07/08/2014	Table				
	Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to TABLE to Authorize Mayor to provide Notice of Termination of the Agreement for the Treatment of Wastewater between the City of Hattiesburg, Mississippi and Groundworx, LLC as provided for in Section 6.21.1 of the aforementioned agreement.						
	Following discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - Bradley, Carroll, and Dryden						
	Nays: 2 - Delgado and Naylor						
1	City Council	07/08/2014	Table				Pass

Action Text: Regarding Policy Agenda Item VI.-12, Council member Dryden stated that she does not want the city to waste taxpayers' money. She said that in the case of the Groundworx contract, the numbers involved in terminating the contract do not add up. She said the project is ready to go and large sums of money have already been spent, and that large sums of money will be required to change horses midstream and to pay fines and penalties and attorney fees. Council member Dryden said that she asked [at the work session] for an objective person to look at rates for the city's water and sewer system and the mayor explained there is already someone looking at that. She stated that [the city] needs to provide a more appropriate revenue stream and expressed her opinion that [the city] needs someone who does not have to worry about losing a job, getting re-elected or making someone mad. She cited the fact that the rates put forth by Groundworx were significantly lower than those brought by Ms. Everett and the audit presented [to the Council] at Agenda Review as reasons to table the motion.

A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to TABLE to Authorize Mayor to provide Notice of Termination of the Agreement for the Treatment of Wastewater between the City of Hattiesburg, Mississippi and Groundworx, LLC as provided for in Section 6.21.1 of the aforementioned agreement.

Council member Carroll stated that during the audit [discussion] [during Agenda Review], he was concerned to hear that upheaval with the contract could possibly affect [the city's] bonding. He said he has been unable to talk with anyone today and would like a little time to address that [issue] before making a motion that would possibly affect upcoming bonds.

Council member Delgado said she sent [Council] colleagues a memo today that she did not intend to share during this Council meeting.

Council member Carroll called point of order as the motion to table should only discuss the table.

Council member Delgado stated that this is why she opposes the motion [to table]. She stated that it was agreed in a closed setting to take certain steps that were in the best interests of Hattiesburg, that it was a collective agreement and that delaying it is more of a political and positioning move rather than what is in the best interests of Hattiesburg. Council member Delgado said the email she sent colleagues expressed concerns with the audit, which was mentioned as part of the basis for [the motion] to table. Council member Delgado stated that she questions the audit because [the city] has never had a qualified opinion in 37 years, but received one this year. She said the city has had challenges in previous years and that the distinguishing factor this year is the Groundworx project; she said the city's auditor is also the accountant for the Groundworx project, which she said disturbs her. Council member Delgado stated that she is not saying there is anything wrong with it, but that because [the city] received its first qualified opinion after 37 years of not receiving one and because it will impact [the city's] bargaining power, [the Council] needs to look again and does not need to accept [the audit findings]. Council member Delgado expressed disagreement with delaying [the decision to terminate the Groundworx contract] because of the audit, which she said she believes is questionable. She said there was a motion for a temporary restraining order [earlier in the day] that it would have prevented [the city] from going forward, but that the court's decision did not go the way some members of the Council would have [liked]; she said she opposes the motion to table because it is disingenuous and not in the best interests of Hattiesburg. Council member Delgado also stated that, aside from the Groundworx project, the amount called into question in the audit is less than \$100,000, which she said is critical when talking about an audit opinion that will impact the financial standing of the city negatively.

Council member Naylor stated that [the Council] has spent far too much time on this already. He said he specifically questioned the auditors yesterday as to what would be the effect on the City of Hattiesburg and what was said was not pretty but still must be addressed. He said he does not have a problem with the concerns expressed so far, but the court decision reached earlier in the day was the first official move mentioned by the courts and should say a lot; he stated that he is ready to vote on terminating the Groundworx contract.

Mayor DuPree stated that Council President Bradley and he had met previously and decided to move forward with wastewater treatment; he said that conversation was brought forward at a subsequent Council meeting and that no vote was taken but based on that consensus, this item to terminate the Groundworx contract was placed on the agenda. He said that the federal judge has ordered [the city] to work on dual tracks, that [he and the Council] decided to work together on one track and that Groundworx filed a [temporary restraining order] to stop [the city] [from terminating the contract] before the item was even on the agenda. Mayor DuPree said the judge ruled that the contract does not require [the city] to identify funding for Groundworx; he said that if Groundworx had the funding [in

early June] to purchase and acquire property and start construction, [the city] would be [pursuing land application] now, but that this is an opportunity to move forward.

Mayor DuPree said that, with regard to the audit, [the Council] is simply to acknowledge that it is done. He said the audit allows [the city] to continue to receive grants from the [federal government] and the state. He said that the Council has the opportunity to look at the paperwork that was done as the audit was completed but that its job is to acknowledge it, and it is up to [Council members] if they want to do more. Mayor DuPree said nobody can [tell the Council] whether bonding is affected until [the city] applies for bonds. He said the city has been sued [multiple times] since he has been mayor and the bond rating has gone up. He said [the Council] can table this item but at some point will have to deal with it or a federal judge will [impose] a daily charge.

Council President Bradley said that he was at the meeting and agreed with the Mayor, but that since that time new information has been brought forward. He said it hurts nothing to table this item because [the Council] is not voting to move forward in another direction until a proposal is [submitted]. He said he still thinks there may be a problem paying for it. Council President Bradley stated that he agrees with Council member Delgado that the audit needs to be looked at. He said there are consequences for [the city's] actions and that [the city] will have to pay. He said he would like a better understanding, and that it costs no money to wait two or even four weeks because the proposal [will not be available] until sometime in August. He said [the city] is doing dual track, that he agrees the city has to move forward, but to take a pause at this time costs no money.

Mayor DuPree stated that [the city] has been pausing for the last few months; Council President Bradley attributed the wait to engineers. He stated support for the idea of having a third party look at the audit to determine whether it has merit.

Council member Delgado said that her idea to have the audit looked at does not require tabling this item. She said that [the audit review] is needed in [the city's] best interests; she said [audit findings] should be compared to those of previous years, and especially years when there were pending lawsuits.

Council member Dryden said she mentioned the audit because [discussion during Agenda Review] related to inconsistent collection of water revenue; she said she still feels like [the city] needs an objective [opinion] as to the water and sewer rates, and that if they could be established [the city] would have the revenue [it needs] for whatever project is selected.

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

Yeas: 3 - Bradley, Carroll, and Dryden

Nays: 2 - Delgado and Naylor

A MOTION was made by Council member Carroll and seconded by Council member Dryden, based on Council member Delgado's concerns, to authorize the Council president to contact the state auditor's office to audit the city's books.

Council member Delgado stated that [Council members] have already asked [the state auditor's office] [for assistance]. She said the auditor generally recommends an auditor [to do that work and that [the Council] has had [the state auditor] [to Hattiesburg] regularly.

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

Yeas: 5 - Bradley, Carroll, and Dryden

Nays: 2 - Delgado and Naylor

Yea:	3	Council Member Bradley
		Council Member Carroll
		Council Member Dryden
Nay:	2	Council Member Delgado
		Council Member Naylor

FEL-No Vote: 0

Title

Authorize Mayor to provide Notice of Termination of the Agreement for the Treatment of Wastewater between the City of Hattiesburg, Mississippi and Groundworx, LLC as provided for in Section 6.21.1 of the aforementioned agreement.

Summary

Notice of Termination of Agreement with Groundworx, LLC.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

July 8, 2014

Groundworx, LLC
c/o Bennett V. York
112 Sheffield Loop, Suite D
Hattiesburg, Mississippi 39402

Re: Notice of Termination

Dear Dr. York:

Reference is made to Section 6.21 of the Agreement for the Treatment of Wastewater between City of Hattiesburg, Mississippi and Groundworx, LLC, effective January 27, 2014 (the "Agreement"), which provides as follows:

Section 6.21 FINANCING CONTINGENCY

6.21.1 In the event that Groundworx has not closed its financing for the acquisition and construction of the System by June 2, 2014, either party shall have the right to terminate this Agreement by written notice to the other delivered on or after June 2, 2014, and before the date such financing is closed.

Your representatives informed the City on June 2 that Groundworx had not closed its financing, and it is our understanding that Groundworx has not closed its financing for the acquisition and construction of the System as of the date of this letter.

Accordingly, please take notice that the City of Hattiesburg, Mississippi, hereby terminates the Agreement effective immediately.

Sincerely,

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny L. DuPree, Mayor

cc: Groundworx, LLC
c/o Elizabeth L. Strickland
112 Sheffield Loop, Suite D
Hattiesburg, Mississippi 39402



City of Hattiesburg, MS

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

Master

File Number: 2014-1222

File ID: 2014-1222

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/02/2014

Brief Title: Supplemental Agreement No. 2 for the COMSWIP
Hwy 98 West Fire Lines Project.

Final Action: 07/08/2014

Minute Book Number: MB2014-193

Title:

Approve Supplemental Agreement No. 2 with 4-D Construction, Inc. for the COMSWIP Highway 98 West Fire Lines Project, increasing the total contract amount by \$9,000.00; Authorize Mayor to execute in quadruplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 2 - Fire Lines,
executed Supplemental Agreement No. 2 - Fire Lines

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Supplemental Agreement No. 2 with 4-D Construction, Inc. for the COMSWIP Highway 98 West Fire Lines Project, increasing the total contract amount by \$9,000.00; Authorize Mayor to execute in quadruplicate.							
Council President Bradley stated that this is a COMSWIP project to open fire lines.							
Council member Dryden asked the Mayor if he is fine with this agreement, given a contentious-sounding letter regarding this project; the mayor expressed agreement.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1222

Title

Approve Supplemental Agreement No. 2 with 4-D Construction, Inc. for the COMSWIP Highway 98 West Fire Lines Project, increasing the total contract amount by \$9,000.00; Authorize Mayor to execute in quadruplicate.

Summary

Supplemental Agreement No. 2 for the COMSWIP Hwy 98 West Fire Lines Project.

Budget Information

105695.7245.28

Expenditure Type

2013 Bonds

Purchasing Item

Publication Information



Engineering Progress

June 19, 2014

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

Attn: Mayor Johnny L. Dupree, PhD

Re: Highway 98 Fire Lines
City of Hattiesburg

Mayor Dupree,

Enclosed please find four (4) copies of Supplemental Agreement No. 1 for the above referenced project. Please execute all four copies and return all to our office for further processing.

Please do not hesitate to call should you have questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

**US HIGHWAY 98 FIRE LINES
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, 4-D Construction, Inc Contractor and Granite RE, Inc, Surety entered into a contract with the City of Hattiesburg on the 18th Day of January 2011 for US Highway 98 Fire Lines.

WHEREAS: It is proposed that the following item be added to the contract documents:

Due to delays beyond the control of the City of Hattiesburg and 4-D Construction, Inc with adjacent contracts, 4-D Construction, Inc required remobilization expenses

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
46	Remobilization	L.S.	1.00	\$9,000.00	\$ 9,000.00

Total increase of the modified construction contract is \$ 9,000.00

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, 4-D Construction, Inc, Contractor and Granite RE, Inc Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 16th day of June, 2014

4-D Construction, Inc

Granite RE, Inc.

By: Sandra Perry

Contractor

By: St. H. Hest

Surety

Witness: Beverly Wray

Witness: Pamela D. Womack

City of Hattiesburg

By: _____

Owner

Witness: _____

**US HIGHWAY 98 FIRE LINES
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, 4-D Construction, Inc Contractor and Granite RE, Inc. Surety entered into a contract with the City of Hattiesburg on the 18th Day of January 2011 for US Highway 98 Fire Lines.

WHEREAS: It is proposed that the following item be added to the contract documents:

Due to delays beyond the control of the City of Hattiesburg and 4-D Construction, Inc with adjacent contracts, 4-D Construction, Inc required remobilization expenses

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
46	Remobilization	L.S.	1.00	\$9,000.00	\$ 9,000.00

Total increase of the modified construction contract is \$ 9,000.00

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, 4-D Construction, Inc. Contractor and Granite RE, Inc Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 16th day of June, 2014

4-D Construction, Inc

Granite RE, Inc.

By: Sandra Denny
Contractor

By: St. H. H. H.
Surety

Witness: Beverly Wray

Witness: Pamela D. Wray

City of Hattiesburg

By: [Signature]
Owner

Witness: Simon W. Wray, D.C.



City of Hattiesburg, MS

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

Master

File Number: 2014-1211

File ID: 2014-1211

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Authorize Mayor to execute in duplicate
Supplemental Agreement No. 2 with Warren Paving,
Inc. for the 4th Street Expansion Project.

Final Action: 07/08/2014

Minute Book Number: MB2014-193-194

Title:

Authorize Mayor to execute in duplicate Supplemental Agreement No. 2
with Warren Paving, Inc. for the 4th Street Expansion Project (Project No.
HPP-8750-00(003)LPA 104873/801000) to extend the contract term 26
days due to inclement weather and other unforeseeable delays.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 2 - Warren Paving,
executed Supplemental Agreement No. 2 - Warren
Paving

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Authorize Mayor to execute in duplicate Supplemental Agreement No. 2 with Warren Paving, Inc. for the 4th Street Expansion Project (Project No. HPP-8750-00(003)LPA 104873/801000) to extend the contract term 26 days due to inclement weather and other unforeseeable delays.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2014-1211

Title

Authorize Mayor to execute in duplicate Supplemental Agreement No. 2 with Warren Paving, Inc. for the 4th Street Expansion Project (Project No. HPP-8750-00(003)LPA 104873/801000) to extend the contract term 26 days due to inclement weather and other unforeseeable delays.

Summary

Authorize Mayor to execute in duplicate Supplemental Agreement No. 2 with Warren Paving, Inc. for the 4th Street Expansion Project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

16499-B Highway 49, N. Trailer, Saucier, MS 39574
June 9, 2014

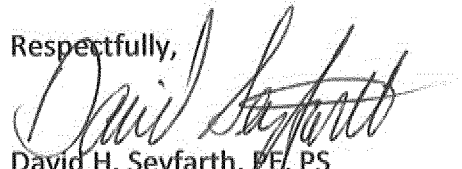
Geoffrey Crosby
Neel-Schaffer, Inc.
P O Box 1487
Hattiesburg, MS 39403-1487

Re: HPP-8750-00 (003) LPA 104873/801000 City of Hattiesburg/Forrest Co.
West 4th Street Widening Project

Dear Geoffrey:

Enclosed you will find two (2) approved original copies of Supplemental Agreement No.2 on the above referenced project for further execution. Please return a copy of the fully executed document to my office. If you have any questions, please call me at 228-832-0682.

Respectfully,



David H. Seyfarth, PE, PS
District 6 Special Projects Engineer

cc: 16-10

DHS/aj



**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, Warren Paving, Inc., Contractors, and **Travelers Casualty and Surety Company of America**, Surety, entered into a contract with the **City of Hattiesburg, LPA**, on the 11th day of **March, 2013**, for the construction of Federal Aid Project No. **HPP-8750-00(003)LPA / 104873-801000**, Forrest county; and

WHEREAS: During the course of construction of this project it became necessary to add items of work due to unforeseen conditions encountered in the field and allow for days for snow/ice; AND

WHEREAS: The contractor is due a time extension due to unforeseen conditions and snow/ice related delays; AND

WHEREAS: The breakdown of delays are listed on the attached supplemental sheet(s); AND

NOW, THEREFORE, the original completion date of the LPA Contract with Warren Paving, Inc. was May 18, 2014 and it is mutually agreed that the addition of 26 calendar days will result in a revised completion date of June 13, 2014, with a total contract time of 446 calendar days. Work addressed herein will not be reconsidered for any increase in contract time.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, Warren Paving, Inc., Contractors, and **Travelers Casualty and Surety Company of America**, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 21st day of April, 2014.

Travelers Casualty and Surety Company of America

SURETY

By: Amanda Charfauros

Amanda Charfauros, Attorney-In-Fact
RECOMMENDED FOR APPROVAL:

Geoffrey C. Cook
LPA Professional

Paul L. Church
Mississippi Department of Transportation
State Construction Engineer

Warren Paving, Inc.

CONTRACTOR

By: Jeremy Patterson

Jeremy Patterson
Kelly A. Castleberry
Mississippi Department of Transportation
MDOT District Engineer

Kim Kincock
Mississippi Department of Transportation
Executive Director

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Book

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Page

APPROVED:

_____, 2014

By: _____

LPA OFFICIAL

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-8750-00(003)LPA / 104873-801000

DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

As part of the contract, it is required to install a 51"x31" reinforce concrete arch pipe within an existing drainage easement located between two apartment buildings. During excavation, it was discovered that the utilities for both buildings were located within this easement and were in conflict with the proposed improvements. To complete the work, the contractor had to disconnect the existing utilities therefore leaving the residents of the apartments without water, sewer, and electricity. The Contractor and the City coordinated relocating the tenants until the work could be complete. Below is a breakdown of the coordination and work effort.

On January 28th and 29th, 2014 snow/ice hit the Hattiesburg area causing driving conditions to be unsafe. Therefore, the project was shut down for 2 calendar days.

DETAIL BREAKDOWN OF ADDITIONAL DAYS

Day 1 January 28th – Snow/Ice – Unsafe Driving Conditions

Day 2 January 29th – Snow/Ice – Unsafe Driving Conditions

Day 3 July 10th – Contacted Brittany Square management company (Hallman Property).

Day 4 thru 7 July 11th thru July 14th – Waited for reply from Hallman Property.

Day 8 July 15th – Letter sent from City to Property Owner requesting permission to relocate tenants.

Day 9 July 16th – Replied to questions from Property Owner concerning payment, expenses, and accommodations for tenants.

Day 10 July 17th – Coordination of relocation plans.

Day 11 thru 15 July 18th thru 22nd – Waiting for reply from Property Owner.

Day 16 July 23rd – Received Tenant information from Property Owner.

Day 17 July 24th – Property owner coordination with tenants on relocation.

Day 18 July 25th – Tenants making necessary arrangements

Day 19 July 26th – Per Diem checks sent to tenants

Day 20 and 21 July 27th and 28th – Relocating Tenants

Day 22 July 29th – Disconnecting utilities

Day 23 to 25 July 30th to August 1st – Excavation of drainage pipe, Installing drainage pipe, and backfilling.

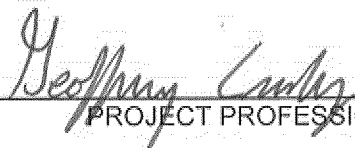
Day 26 August 2 – Reconnect utilities

EXPLANATION AND RECOMMENDATION FROM LPA ENGINEER

On January 28th and 29th, Snow/ice hit the Hattiesburg area and directly affected the Fourth Street Project. The project was shut down for 2 calendar days due to unsafe driving conditions.

As part of the contract, it is required to install a 51"x31" reinforce concrete arch pipe within an existing drainage easement located between two apartment buildings. During excavation, it was discovered that the utilities for both buildings were located within this easement and were in conflict with the proposed improvements. To complete the work, the contractor had to disconnect the existing utilities therefore leaving the residents of the apartments without water, sewer, and electricity. It took over 3 weeks to coordinate, relocate the tenants; temporarily shutoff utilities, perform the work, and reconnect the utilities.

As shown on the above detailed breakdown of additional days, it would require an additional 26 calendar days to complete the project.


PROJECT PROFESSIONAL

LPA OFFICIAL


CONTRACTOR
Jeremy Patterson
Warren Paving, Inc.

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227288

Certificate No. 005835022

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

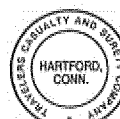
Charles F. Porter, Amanda Charfauros, Joshua T. Jones, and Wesley H. McCubbins

of the City of Ridgeland, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of March, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 17th day of March, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

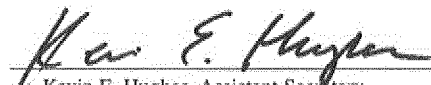
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 20 14.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, Warren Paving, Inc., Contractors, and **Travelers Casualty and Surety Company of America**, Surety, entered into a contract with the **City of Hattiesburg**, LPA, on the 11th day of **March**, 2013, for the construction of Federal Aid Project No. **HPP-8750-00(003)LPA / 104873-801000**, **Forrest** county; and

WHEREAS: During the course of construction of this project it became necessary to add items of work due to unforeseen conditions encountered in the field and allow for days for snow/ice; AND

WHEREAS: The contractor is due a time extension due to unforeseen conditions and snow/ice related delays; AND

WHEREAS: The breakdown of delays are listed on the attached supplemental sheet(s); AND

NOW, THEREFORE, the original completion date of the LPA Contract with Warren Paving, Inc. was May 18, 2014 and it is mutually agreed that the addition of 26 calendar days will result in a revised completion date of June 13, 2014, with a total contract time of 446 calendar days. Work addressed herein will not be reconsidered for any increase in contract time.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, Warren Paving, Inc., Contractors, and **Travelers Casualty and Surety Company of America**, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 21st day of April, 2014.

Travelers Casualty and Surety Company of America
SURETY

By:

Amanda Charfauros
Amanda Charfauros, Attorney-In-Fact
RECOMMENDED FOR APPROVAL:

Geoffrey C. Cook
LPA Professional

Rubel Choate
Mississippi Department of Transportation
State Construction Engineer

Warren Paving, Inc.

CONTRACTOR

By:

Jeremy Patterson
Jeremy Patterson

Kelly A. Castley
Mississippi Department of Transportation
MDOT District Engineer

Jim Smucker
Mississippi Department of Transportation
Executive Director

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Page

APPROVED:

July 8, 2014

By:

Jeremy Patterson
LPA OFFICIAL

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 2
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-8750-00(003)LPA / 104873-801000

DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

As part of the contract, it is required to install a 51"x31" reinforce concrete arch pipe within an existing drainage easement located between two apartment buildings. During excavation, it was discovered that the utilities for both buildings were located within this easement and were in conflict with the proposed improvements. To complete the work, the contractor had to disconnect the existing utilities therefore leaving the residents of the apartments without water, sewer, and electricity. The Contractor and the City coordinated relocating the tenants until the work could be complete. Below is a breakdown of the coordination and work effort.

On January 28th and 29th, 2014 snow/ice hit the Hattiesburg area causing driving conditions to be unsafe. Therefore, the project was shut down for 2 calendar days.

DETAIL BREAKDOWN OF ADDITIONAL DAYS

Day 1 January 28th – Snow/Ice – Unsafe Driving Conditions

Day 2 January 29th – Snow/Ice – Unsafe Driving Conditions

Day 3 July 10th – Contacted Brittany Square management company (Hallman Property).

Day 4 thru 7 July 11th thru July 14th – Waited for reply from Hallman Property.

Day 8 July 15th – Letter sent from City to Property Owner requesting permission to relocate tenants.

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Day 26 August 2 – Reconnect utilities

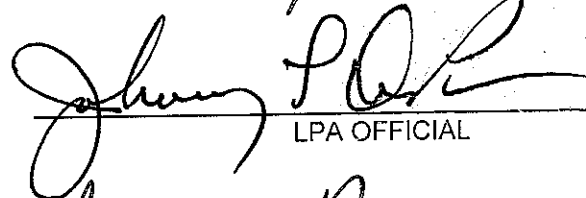
EXPLANATION AND RECOMMENDATION FROM LPA ENGINEER

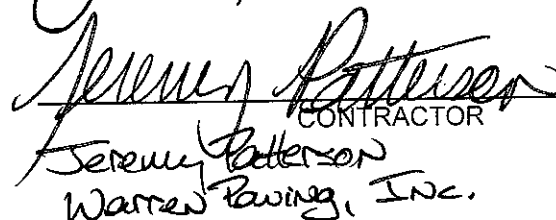
On January 28th and 29th, Snow/ice hit the Hattiesburg area and directly affected the Fourth Street Project. The project was shut down for 2 calendar days due to unsafe driving conditions.

As part of the contract, it is required to install a 51"x31" reinforce concrete arch pipe within an existing drainage easement located between two apartment buildings. During excavation, it was discovered that the utilities for both buildings were located within this easement and were in conflict with the proposed improvements. To complete the work, the contractor had to disconnect the existing utilities therefore leaving the residents of the apartments without water, sewer, and electricity. It took over 3 weeks to coordinate, relocate the tenants; temporarily shutoff utilities, perform the work, and reconnect the utilities.

As shown on the above detailed breakdown of additional days, it would require an additional 26 calendar days to complete the project.


PROJECT PROFESSIONAL


LPA OFFICIAL


CONTRACTOR
Jeremy Patterson
Warren Paving, Inc.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227288

Certificate No. 005835022

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles F. Porter, Amanda Charfauros, Joshua T. Jones, and Wesley H. McCubbins

of the City of Ridgeland, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of March, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney

Robert L. Raney, Senior Vice President

On this the 17th day of March, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public



City of Hattiesburg, MS

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

Master

File Number: 2014-1208

File ID: 2014-1208

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 19 for the USA Yeast Wastewater Treatment Project

Final Action: 07/08/2014

Minute Book Number: MB2014-194

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 19 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$42,492.86.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 19, executed Request for Cash No 19

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 19 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$42,492.86.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1208

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 19 for the USA Yeast Wastewater Treatment Project (CDBG #R-103-205-03-KED) in the amount of \$42,492.86.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 19 for the USA Yeast Wastewater Treatment Project

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMO



DATE: June 23, 2014
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

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

1. HRG

Invoice number 11003-01-18 in the amount of \$42,492.86
For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 19" in the amount of \$42,492.86 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 19" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
3530 Manor Drive Suite 4
Vicksburg, MS 39180

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

REMINDER

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

enclosures

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.			
Mailing Address: P.O. Box 1898	Bank Account	4800186627	R-103-06	R-103-205-03-KED	19			
Street Address	Bank Name:	Trustmark National Bank	FOR MDA USE ONLY					
City, State Zip: Hattiesburg, MS 39403-1898	Address	P.O. Box 1071						
Telephone No.: 601-554-1014	City, State Zip	Hattiesburg, MS 39403-1071	Vendor No.					
Fax Number	Telephone No.	601-469-3663	IDIS Voucher Number					
Email Address	Services Rendered		Approval for Payment					
Section C: Request Per Activity			Activity Numbers					
	From	Thru	Signature					
	April 1, 2014	May 31, 2014	Date					
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance				
1 Administration	\$ 90,000.00	\$ 63,249.97		\$ 26,750.03				
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -				
3 Architect/Engineering	\$ 351,000.00	\$ 264,578.60	\$ 42,492.86	\$ 43,928.54				
4 Evaporator Module Equipment	\$ 4,549,000.00	\$ 4,094,712.00		\$ 454,288.00				
5				\$ -				
6				\$ -				
7				\$ -				
8				\$ -				
9				\$ -				
10				\$ -				
11				\$ -				
Total:	\$ 5,000,000.00	\$ 4,432,540.57	\$ 42,492.86	\$ 524,966.57				

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

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

Signature of Authorized Official _____

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Date Signed _____

Debra Tompkins

Prepared By

6/24/2014

Date Prepared

601-638-7121

Preparer's Telephone No.

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant: City of Hattiesburg Request No: 19 Grant Number: R-103-06
 Period Cost - Beginning April 1, 2014 Ending Date: May 31, 2014 Contract Number: R-103-205-03-KED

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

2. Activity: Architect/Engineering			(a)	:	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount		Match Share	Federal Share
A. Architect/Engineering	HRG	11003-01-18	\$42,492.86			\$42,492.86
B. Architect/Engineering						\$0.00
C. Architect/Engineering						\$0.00
D.						
Subtotal:			\$42,492.86	\$	-	\$42,492.86

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

Cash Summary Support Sheet

Applicant: City of Hattiesburg

Request No: 19

Grant Number: R-103-06

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

4. Activity:

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

5. Activity:

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

6. Activity:

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

Cumulative Match Expended To Date:

\$2,238,948.00

GRAND TOTAL:

\$42,492.86

\$

-

\$

42,492.86

Cumulative Federal Expended To Date:

\$4,475,033.43

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

I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

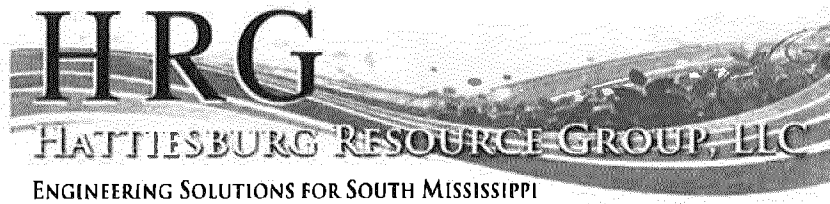
Mississippi Development Authority Consolidated Support Sheet

Contract Number: R-103-205-03-KED
Total Amount Requested: \$ 42,492.86

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration Engineering	\$ 90,000.00	\$ 63,249.97	\$ -	\$ 26,750.03
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
Architect/Engineering	\$ 351,000.00	\$ 264,578.60	\$ 42,492.86	\$ 43,928.54
Evaporator module Equipment	\$ 4,549,000.00	\$ 4,094,712.00	\$ -	\$ 454,288.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total Budget	\$ 5,000,000.00	\$ 4,432,540.57	\$ 42,492.86	\$ 524,966.57

	April 1, 2014	Thru	May 31, 2014
			\$ 4,475,033.43
			\$2,238,948.00
			\$ 524,966.57

TODAY'S DATE	6/23/2014	TOTAL CONTRACT BUDGET	\$ 5,000,000.00
CONTRACT BEGIN DATE ((FROM CONTRACT))	2/17/2012	TOTAL AMOUNT SPENT TO DATE	\$ 4,475,033.43
CONTRACT END DATE ((FROM CONTRACT))	6/30/2015	% TOTAL CONTRACT BUDGET SPENT	89.50%
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	10.50%
FINAL CONTRACT COMPLETION DATE	6/30/2015	CONSTRUCTION BUDGET AMOUNT	\$ 4,549,000.00
CONTRACT DURATION (MONTHS)	40.00	TOTAL CONSTRUCTION DOLLARS SPENT TO % CONSTRUCTION	\$ 4,094,712.00
% OF CONTRACT PERIOD ELAPSED	70.44%	BUDGET SPENT	90.01%
% OF CONTRACT PERIOD REMAINING	29.56%		



June 10, 2014
Project No: HR.11003.001
Invoice No: 011003-01-18

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from April 1, 2014 to May 31, 2014

Fee

Total Fee	\$350,000.00	Total Earned	\$307,071.46
Percent Complete	87.73	Previous Fee Billing	\$264,578.60
		Current Fee Billing	\$42,492.86
		Total Fee	\$42,492.86

Total this Task Order \$42,492.86

The following items of work were completed:

1. Coordination with City, MDA & Contractor
2. Site Inspection

Certification

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

By: _____

Title: _____



May 31, 2014

Project No: HR.11003.001

Invoice No: 011003-01-18

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from April 1, 2014 to May 31, 2014
Labor for Neel-Schaffer, Inc.

Jennifer Nobles – Admin Svc Manager	1.0 hours @ \$66.70	\$66.70
Charles Pittman – Project Engineer	58.0 hours @ \$149.35	\$8,662.30
Michelle Gill – Engineer Intern II	17.0 hours @ \$82.59	\$1,404.03
Nathan Husman – Engineer Manager	7.5 hours @ \$163.56	\$1,962.72
Total N-S labor		\$12,095.76

Labor for SD&W, Inc.

Gerald McLendon – Project Engineer	87.5 hours @ \$46.40	\$4,060.00
Michael Phillips – Project Engineer	161.5 hours @ \$58.00	\$9,367.00
Kyle Wallace – Project Engineer	30.5 hours @ \$58.0	\$4,252.62
Shea McNease – Project Engineer	55.0 hours @ \$139.43	\$7,668.65
William Tingle – Inspector / Technician	12.5 hours @ \$81.20	\$1,015.00
John Weeks – Project Engineer	6.0 hours @ \$139.43	\$836.58
Terry Jackson – Inspector / Technician	73.5 hours @ \$43.50	\$3,197.25
Total SD&W, Inc. labor		\$30,397.10

Total this Invoice \$42,492.86

Billing Limits	Current	Prior	To-Date
Total Billings	\$42,492.86	\$264,578.60	\$307,071.46
Contract Amount			\$350,000.00
Fee Remaining			\$42,928.54

Federal Tax ID 45-2475863

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

Section 3 Monthly Status Repo Hiring / Subcontracting Activity
 (For General Contractor – Submit both general contractor and subcontractor reports to the Grant Administrator monthly; For Subcontractors – Submit to General Contractor monthly)

Instructions

1. The general contractor and all subcontractors (if applicable) must provide fully completed monthly status reports on their hiring and subcontracting progress. Incomplete forms will be rejected.
2. List all positions filled and subcontracts executed in connection with the Section 3 project during the reporting period.
3. Submit all applicable related Section 3 Resident and Section 3 Business Certification forms (with supporting documentation) with the report.
4. Reports must be submitted to the Grant Administrator by the general contractor no later than 5 days after the end of each month.

Project Name: GRANT NO/PROJECT NO. Hattiesburg
 Month/Year of Report: April 2014
 Grant Administrator: Hattiesburg Resource Group
 General Contractor: Mike Essary 601-554-3321
 GC Contact Name/Phone: N/A
 Subcontractor Name(s): N/A

- HUD Hiring Categories**
- | | |
|---------------------------|------------------------------|
| 1) Professionals | 6) Craft Workers (skilled) |
| 2) Technicians | 7) Operatives (semi-skilled) |
| 3) Office and Clerical | 8) Laborers (unskilled) |
| 4) Officials and Managers | 9) Service Workers |
| 5) Sales | |

HIRING List job titles for all new hires AND names of persons hired for the project during this reporting period (e.g., Craft worker – John Smith)	Sec 3 Resident Hired? (Y/N)	Hiring Category	# of Sec 3 Residents Interviewed	Referral Sources Utilized	If Sec 3 Resident not hired, provide a reason*
No new hires					No hires required

SUBCONTRACTING Name of subcontractors contracted in connection with the project this reporting period	Section 3 Business Selected? (Y/N)	Dollar Value of Contract	Contract Date	# of Sec 3 businesses that bid on contract	Referral Sources Utilized	If Sec 3 Business not selected, provide a reason*
No new subcontractors						No hire required

Describe efforts to provide Section 3 Residents and Businesses with first consideration for employment and contracting opportunities, and all outreach activities performed. If no activity, explain*:

Date 6/24/14
 Signature of Company Representative [Signature]

*Must provide an answer or report will be rejected.

(For General Contractor – Submit both general contractor and subcontractor reports to the Grant Administrator monthly; For Subcontractors – Submit to General Contractor monthly)

1. The general contractor and all subcontractors (if applicable) must provide fully completed monthly status reports on their hiring and subcontracting progress. Incomplete forms will be rejected.
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4. Reports must be submitted to the Grant Administrator by the general contractor no later than 5 days after the end of each month.

Month/Year of Report: May 2014

Grant Administrator:

General Contractor:

GC Contact Name/Phone: Mike Essary 401-554-3321

Subcontractor Name(s): N/A

HUD Hiring Categories

- 1) Professionals
- 2) Technicians
- 3) Office and Clerical
- 4) Officials and Managers
- 5) Sales
- 6) Craft Workers (skilled)
- 7) Operatives (semi-skilled)
- 8) Laborers (unskilled)
- 9) Service Workers

List job titles for all new hires AND names of persons hired for the project during this reporting period (e.g., Craft worker – John Smith)

No new hires

If Sec 3 Resident not hired,
provide a reason*

Name of subcontractors contracted in connection with the project this reporting period

No new subcontractors

If Sec 3 Business not selected
provide a reason*

No hire required

Date _____

6	24	14
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Signature of Company Representative

Section A: General Information				Section B: Project Information																																																																																																											
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**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant: City of Hattiesburg Request No: 19 Grant Number: R-103-06
 Period Cost - Beginning April 1, 2014 Ending Date: May 31, 2014 Contract Number: R-103-205-03-KED

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

2. Activity: Architect/Engineering		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. Architect/Engineering	HRG	11003-01-18	\$42,492.86		\$42,492.86
B. Architect/Engineering					\$0.00
C. Architect/Engineering					\$0.00
D.					
Subtotal:			\$42,492.86	-	\$42,492.86

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

Applicant: City of Hattiesburg Request No: 19 Grant Number: R-103-06
 Contract Number: R-103-205-03-KED

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

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

6. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						\$0.00
B.						
C.						
D.						
			Subtotal:	\$0.00	\$0.00	\$0.00
			Cumulative Match Expended To Date:	\$2,238,948.00	GRAND TOTAL:	\$42,492.86
			Cumulative Federal Expended To Date:	\$4,475,033.43		

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

Johnny DuPree, Mayor
 Typed Name and Title of Authorized Official
Johnny DuPree
 Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

R-103-205-03-KED

Total Amount Requested: \$ 42,492.86

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 90,000.00	\$ 63,249.97	\$ -	\$ 26,750.03
Engineering				
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
Architect/Engineering	\$ 351,000.00	\$ 264,578.60	\$ 42,492.86	\$ 43,928.54
Evaporator module Equipment	\$ 4,548,000.00	\$ 4,094,712.00	\$ -	\$ 454,288.00
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		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total Budget	\$ 5,000,000.00	\$ 4,432,540.57	\$ 42,492.86	\$ 524,966.57

Total Funds Request to Date:

Amount of Other Funds Expended to Date:

CDBG Project Balance

April 1, 2014

They

May 31, 2014

TODAY'S DATE	6/23/2014	TOTAL CONTRACT BUDGET	\$ 5,000,000.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE	\$ 4,475,033.43	
CONTRACT END DATE (FROM CONTRACT)	6/30/2015	% TOTAL CONTRACT BUDGET SPENT	89.50%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	10.50%	
FINAL CONTRACT COMPLETION DATE	6/30/2015	CONSTRUCTION BUDGET AMOUNT	\$ 4,549,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	40.00	TOTAL CONSTRUCTION DOLLARS SPENT TO % CONSTRUCTION	\$ 4,094,712.00	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	70.44%	BUDGET SPENT	90.01%	
% OF CONTRACT PERIOD REMAINING	29.56%			



June 10, 2014
Project No: HR.11003.001
Invoice No: 011003-01-18

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from April 1, 2014 to May 31, 2014

Fee

Total Fee	\$350,000.00	Total Earned	\$307,071.46
Percent Complete	87.73	Previous Fee Billing	\$264,578.60
		Current Fee Billing	\$42,492.86
		Total Fee	\$42,492.86

Total this Task Order \$42,492.86

The following items of work were completed:

1. Coordination with City, MDA & Contractor
2. Site Inspection

Certification

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

By: Michael W. Young

Title: VICE PRESIDENT



May 31, 2014
Project No: HR.11003.001
Invoice No: 011003-01-18

City of Hattiesburg
Attn: Director of Engineering
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from April 1, 2014 to May 31, 2014

Labor for Neel-Schaffer, Inc.

Jennifer Nobles – Admin Svc Manager	1.0 hours @ \$66.70	\$66.70
Charles Pittman – Project Engineer	58.0 hours @ \$149.35	\$8,662.30
Michelle Gill – Engineer Intern II	17.0 hours @ \$82.59	\$1,404.03
Nathan Husman – Engineer Manager	7.5 hours @ \$163.56	\$1,962.72
Total N-S labor		\$12,095.76

Labor for SD&W, Inc.

Gerald McLendon – Project Engineer	87.5 hours @ \$46.40	\$4,060.00
Michael Phillips – Project Engineer	161.5 hours @ \$58.00	\$9,367.00
Kyle Wallace – Project Engineer	30.5 hours @ \$58.0	\$4,252.62
Shea McNease – Project Engineer	55.0 hours @ \$139.43	\$7,668.65
William Tingle – Inspector / Technician	12.5 hours @ \$81.20	\$1,015.00
John Weeks – Project Engineer	6.0 hours @ \$139.43	\$836.58
Terry Jackson – Inspector / Technician	73.5 hours @ \$43.50	\$3,197.25
Total SD&W, Inc. labor		\$30,397.10

Total this Invoice \$42,492.86

Billing Limits	Current	Prior	To-Date
Total Billings	\$42,492.86	\$264,578.60	\$307,071.46
Contract Amount			\$350,000.00
Fee Remaining			\$42,928.54

Section 3 Monthly Status Repo Hiring / Subcontracting Activity
 (For General Contractor – Submit both general contractor and subcontractor reports to the Grant Administrator monthly; For Subcontractors – Submit to General Contractor monthly)

Instructions

1. The general contractor and all subcontractors (if applicable) must provide fully completed monthly status reports on their hiring and subcontracting progress. Incomplete forms will be rejected.
2. List all positions filled and subcontracts executed in connection with the Section 3 project during the reporting period.
3. Submit all applicable related Section 3 Resident and Section 3 Business Certification forms (with supporting documentation) with the report.
4. Reports must be submitted to the Grant Administrator by the general contractor no later than 5 days after the end of each month.

Project Name: GRANT NO/PROJECT NO. Hattiesburg
 Month/Year of Report: April 2014
 Grant Administrator: Hattiesburg Resource Group
 General Contractor: Hattiesburg Resource Group
 GC Contact Name/Phone: Mike Essary 601-554-3321
 Subcontractor Name(s): N/A

- HUD Hiring Categories**
- | | |
|---------------------------|------------------------------|
| 1) Professionals | 6) Craft Workers (skilled) |
| 2) Technicians | 7) Operatives (semi-skilled) |
| 3) Office and Clerical | 8) Laborers (unskilled) |
| 4) Officials and Managers | 9) Service Workers |
| 5) Sales | |

HIRING		Sec 3 Resident Hired? (Y/N)	Hiring Category	# of Sec 3 Residents Interviewed	Referral Sources Utilized	If Sec 3 Resident not hired, provide a reason*
List job titles for all new hires AND names of persons hired for the project during this reporting period (e.g., Craft worker – John Smith)						
<u>No new hires</u>						<u>No hires required</u>

SUBCONTRACTING		Section 3 Business Selected? (Y/N)	Dollar Value of Contract	Contract Date	# of Sec 3 businesses that bid on contract	Referral Sources Utilized	If Sec 3 Business not selected, provide a reason*
Name of subcontractors contracted in connection with the project this reporting period							
<u>No new subcontractors</u>							<u>No hire required</u>

Describe efforts to provide Section 3 Residents and Businesses with first consideration for employment and contracting opportunities, and all outreach activities performed. If no activity, explain*:

Date 6/24/14
 Signature of Company Representative [Signature]

Section 3 Monthly Status Report Hiring / Subcontracting Activity
 (For General Contractor - Submit both general contractor and subcontractor reports to the Grant Administrator monthly; For Subcontractors - Submit to General Contractor monthly)

Instructions

1. The general contractor and all subcontractors (if applicable) must provide fully completed monthly status reports on their hiring and subcontracting progress. Incomplete forms will be rejected.
2. List all positions filled and subcontracts executed in connection with the Section 3 project during the reporting period.
3. Submit all applicable related Section 3 Resident and Section 3 Business Certification forms (with supporting documentation) with the report.
4. Reports must be submitted to the Grant Administrator by the general contractor no later than 5 days after the end of each month.

Project Name: GRANT NO/PROJECT NO. Hattiesburg
 Month/Year of Report: May 2014
 Grant Administrator: Hattiesburg Resource Group
 GC Contact Name/Phone: Mike Essary 901-554-3321
 Subcontractor Name(s): N/A

- HUD Hiring Categories**
- 1) Professionals
 - 2) Technicians
 - 3) Office and Clerical
 - 4) Officials and Managers
 - 5) Sales
 - 6) Craft Workers (skilled)
 - 7) Operatives (semi-skilled)
 - 8) Laborers (unskilled)
 - 9) Service Workers

HIRING		Sec 3 Resident Hired? (Y/N)	Hiring Category	# of Sec 3 Residents Interviewed	Referral Sources Utilized	If Sec 3 Resident not hired, provide a reason*	
List job titles for all new hires AND names of persons hired for the project during this reporting period (e.g., Craft worker – John Smith)							
No new hires						No hires required	
SUBCONTRACTING		Section 3 Business Selected? (Y/N)	Dollar Value of Contract	Contract Date	# of Sec 3 businesses that bid on contract	Referral Sources Utilized	If Sec 3 Business not selected, provide a reason*
Name of subcontractors contracted in connection with the project this reporting period							
No new subcontractors							No hire required

Describe efforts to provide Section 3 Residents and Businesses with first consideration for employment and contracting opportunities, and all outreach activities performed. If no activity, explain*:

Date: 6/24/14

[Signature]
 Signature of Company Representative

*Must provide an answer or report will be rejected.



City of Hattiesburg, MS

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

Master

File Number: 2014-1229

File ID: 2014-1229

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/02/2014

Brief Title: Supplemental Agreement No. 1 and Final Settlement of Gordon Creek at the Bakery Building project.

Final Action: 07/08/2014

Minute Book Number: MB2014-194

Title:

Authorize Mayor to execute in quadruplicate Supplemental Agreement No. 1 with D&M Clark Construction, LLC to adjust quantities to final on the Drainage Improvements to Gordon Creek at the Bakery Building Project, for a final net reduction to the contract in the amount of \$58.92; Authorize advertisement of Final Settlement on said project.

Notes:

Sponsors:

Enactment Date:

Attachments: Cover Letter, Supplemental Agreement 1 - D&M Clark, executed Supplemental Agreement 1 - D&M Clark, Closing Documents, NOTICE OF FINAL SETTLEMENT-Gordon Creek at the Bakery Bldg, executed NOTICE OF FINAL SETTLEMENT-Gordon Creek at the Bakery Bldg

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize Mayor to execute in quadruplicate Supplemental Agreement No. 1 with D&M Clark Construction, LLC to adjust quantities to final on the Drainage Improvements to Gordon Creek at the Bakery Building Project, for a final net reduction to the contract in the amount of \$58.92; Authorize advertisement of Final Settlement on said project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1229

Title

Authorize Mayor to execute in quadruplicate Supplemental Agreement No. 1 with D&M Clark Construction, LLC to adjust quantities to final on the Drainage Improvements to Gordon Creek at the Bakery Building Project, for a final net reduction to the contract in the amount of \$58.92; Authorize advertisement of Final Settlement on said project.

Summary

Supplemental Agreement No. 1 and Final Settlement of Gordon Creek at the Bakery Building project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American
July 11, 2014



Engineering Progress

June 16, 2014

D&M Clark Construction, LLC
1038 SCR 85 East
Mize, MS 39116

Attn: The Honorable Johnny L. DuPree, Ph.D.

Re: Drainage Improvements to Gordon's Creek
At the Bakery Building
City of Hattiesburg

Dear Mayor DuPree:

Enclosed are four (4) copies of Supplemental Agreement No. 1 from D&M Clark Construction, LLC, for the above referenced project. Please execute all, keep one copy for your file, and return the remaining three (3) to our office for further processing. Pay Estimate No. 2, which is the final payment on this project, is also enclosed.

A Final Inspection meeting was held at the project site on June 16, 2014. The project was generally constructed according to the Plans and Specifications. Closeout Documents, as indicated here, are provided: Contractor's Warranty of Work (1 year), Affidavit of Release of Lien and Payment of Debts and Claims, and the Consent of Surety to Final Payment.

Should you have any questions or comments, do not hesitate to contact me. With kindest regards, I am yours,

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcelin JOSEPH, E.I.', is written over a horizontal line.

Marcelin JOSEPH, E.I.
Project Engineer

Enclosures

cc: Steve Tingle

**DRAINAGE IMPROVEMENTS TO GORDON'S CREEK
AT THE BAKERY BUILDING
CITY OF HATTIESBURG, MISSISSIPPI**

SUPPLEMENTAL AGREEMENT NO. 1

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, D&M Clark Construction, LLC, Contractor, and American Contractors Indemnity Company, Surety, entered into a contract with the City of Hattiesburg on the 3rd Day of December 2013 for the Drainage Improvements to Gordon's Creek, at the Bakery Building.

WHEREAS: Due to the pace of construction, and cooperating weather, minimal erosion control measure were required to be implemented. Item 3, temporary erosion control, 425 linear feet at \$1.00 per unit, or \$425; and item 4, wattles 20", 50 linear feet at \$2.00 per unit, or \$100.00; shall be omitted, for a combine reduction of (\$525.00).

WHEREAS: The actual project requirement for geotextile exceeded the initial plan estimate by 258 square yards. Item 6, geotextile stabilization, type v, shall be increased by 258 square yards at \$2.50 per unit, for an increase of \$645.00.

WHEREAS: Plan estimate for the permanent tuff reinforcement mat RECP is more generous than what is actually required for the work. Item 7, permanent tuff reinforcement mat RECP, shall be reduced by 170 square yards at \$14.00 per unit, for a reduction of (\$2,380.00).

WHEREAS: The plan estimate for rock riprap is 770.00 tons. The actually amount installed is 725.54 tons. Item 8, riprap 200 lb, shall be reduced by 44.46 tons at 59.40 per tons, for a reduction of (\$2,640.92).

WHEREAS: A stable transition between the gabion wall and the loose rock riprap required some grouting. Grout, 10 cubic yards at \$200.00 per unit, for an increase of \$2,000.00 shall be added to the contract.

WHEREAS: To remedy excessive voids on top of the bank, and to promote grass growth, some topsoil was necessary. Topsoil, 98 cubic yards at \$29.00 per unit, for an increase of \$2,842.00, shall be added to the contract.

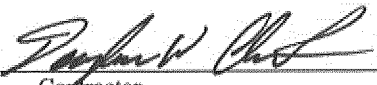
Original Contract Amount:	\$	79,663.00
Supplemental Agreement No. 1:	(\$	525.00)
	\$	645.00
	(\$	2,380.00)
	(\$	2,640.92)
	\$	2,000.00
	\$	2,842.00
Total Adjusted Contract Amount:	\$	79,604.08

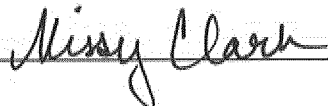
This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, D&M Clark Construction, LLC, Contractor, and American Contractors Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

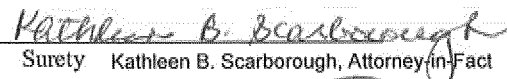
DATED, this _____ day of _____, 201__

D&M Clark Construction, LLC

By: 
Contractor

Witness: 

American Contractors Indemnity Company

By: 
Surety Kathleen B. Scarborough, Attorney-in-Fact

Witness: 

City of Hattiesburg

By: _____
Mayor

Witness: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,

Norma J. McMahon, Kathleen B. Scarborough

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals




Daniel P. Aguilar, Vice President

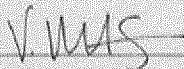
State of California

County of Los Angeles SS:

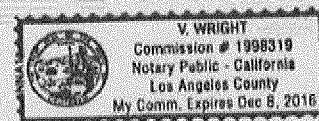
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



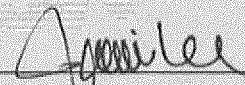
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____.

Corporate Seals

Bond No. 1001009080
Agency No. 17033




Jeannie Lee, Assistant Secretary

CONTRACTOR'S ESTIMATE

Project Name: Drainage Improvements to Gordon's Creek
At the Bakery Building

OWNER: City of Hattiesburg

In Account With: D&M Clark Construction, LLC
(Contractor)

1038 SCR 85 East, Mize, MS 39116
(Contractor's Address)

TOTAL QUANTITIES

Item Number	ITEM DESCRIPTION	ORIGINAL QUANTITY	FINAL QUANTITY	UNIT	UNIT PRICE	*** \$ Amount Overrun/Under run
1	Mobilization	1.00	1.00	LS	5,500.00	0.00
2	Removal of Riprap & Other Debris	1.00	1.00	LS	7,500.00	0.00
3	Temporary Silt Fence	425.00	0.00	LF	1.00	-425.00
4	Wattles, 20" <i>Minimal erosion control measures were implemment due to project pace and weather</i>	50.00	0.00	LF	2.00	-100.00
5	Excavation and Disposal	575.00	575.00	CY	7.00	0.00
6	Geotextile Stabilization, Type V <i>Plan estimate was less than atual required to complete the work.</i>	800.00	1,058.00	SY	2.50	645.00
7	Permanent Tuff Reinforcement Mat RECP <i>Plan estimate were more generous than what was actually required for the work.</i>	850.00	680.00	SY	14.00	-2,380.00
8	Riprap 200 LB	770.00	725.54	TON	59.40	-2,640.92
9	Grassing of Disturbed Areas	1.00	1.00	LS	2,475.00	0.00
TOTAL PRELIMINARY ITEMS		79,663.00	74,762.08			-4,900.92
FIELD DEPENDENT ITEMS						
1	Grout <i>To provide for a more stable transition from gabions to riprap</i>	0.00	10.00	CY	200.00	2,000.00
2	Topsoil <i>Remedy excessive slope voids; create conditions that would promote some grass growth</i>	0.00	98.00	CY	29.00	2,842.00
TOTAL DEPENDENT ITEMS		0.00	4,842.00			0.00
SYSTEM APPLICATION OF LIQD. DAM. ADJ.			0.00			
TOTAL CONSTRUCTION ITEMS		79,663.00	79,604.08			
DIFFERENCE						A -58.92

**DRAINAGE IMPROVEMENTS TO GORDON'S CREEK
AT THE BAKERY BUILDING
CITY OF HATTIESBURG, MISSISSIPPI**

SUPPLEMENTAL AGREEMENT NO. 1

FORREST COUNTY, MISSISSIPPI

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WHEREAS: The actual project requirement for geotextile exceeded the initial plan estimate by 258 square yards. Item 6, geotextile stabilization, type v, shall be increased by 258 square yards at \$2.50 per unit, for an increase of \$645.00.

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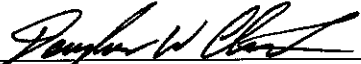
Original Contract Amount:	\$	79,663.00
Supplemental Agreement No. 1:	(\$	525.00)
	\$	645.00
	(\$	2,380.00)
	(\$	2,640.92)
	\$	2,000.00
	\$	2,842.00
Total Adjusted Contract Amount:	\$	79,604.08

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, D&M Clark Construction, LLC, Contractor, and American Contractors Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

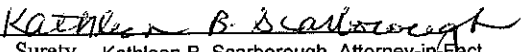
DATED, this 8th day of July, 2011

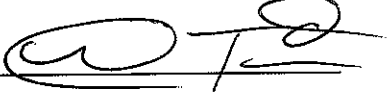
D&M Clark Construction, LLC

By: 
Contractor

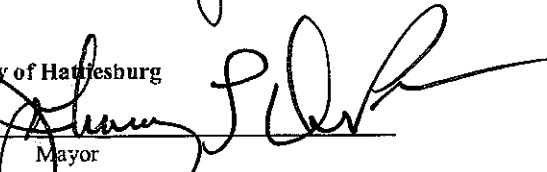
Witness: 

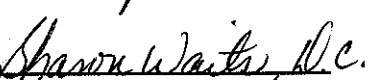
American Contractors Indemnity Company

By: 
Surety Kathleen B. Scarborough, Attorney-in-Fact

Witness: 

City of Hattiesburg

By: 
Mayor

Witness: 

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,

Norma J. McMahon, Kathleen B. Scarborough

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

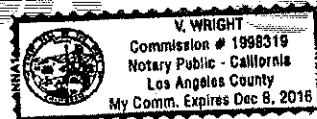
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

V. Wright

(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____.

Corporate Seals

Bond No. 1001009080

Agency No. 17033



Jeannie Lee, Assistant Secretary

CONTRACTOR'S ESTIMATE

Project Name: Drainage Improvements to Gordon's Creek
At the Bakery Building

OWNER: City of Hattiesburg

In Account With: D&M Clark Construction, LLC
(Contractor)

1038 SCR 85 East, Mize, MS 39116
(Contractor's Address)

TOTAL QUANTITIES

Item Number	ITEM DESCRIPTION	ORIGINAL QUANTITY	FINAL QUANTITY	UNIT	UNIT PRICE	*** \$ Amount Overrun/Under run
1	Mobilization	1.00	1.00	LS	5,500.00	0.00
2	Removal of Riprap & Other Debris	1.00	1.00	LS	7,500.00	0.00
3	Temporary Silt Fence	425.00	0.00	LF	1.00	-425.00
4	Wattles, 20" <i>Minimal erosion control measures were implemment due to project pace and weather</i>	50.00	0.00	LF	2.00	-100.00
5	Excavation and Disposal	575.00	575.00	CY	7.00	0.00
6	Geotextile Stabilization, Type V <i>Plan estimate was less than atual required to complete the work.</i>	800.00	1,058.00	SY	2.50	645.00
7	Permanent Tuff Reinforcement Mat RECP <i>Plan estimate were more generous than what was actually required for the work.</i>	850.00	680.00	SY	14.00	-2,380.00
8	Riprap 200 LB	770.00	725.54	TON	59.40	-2,640.92
9	Grassing of Disturbed Areas	1.00	1.00	LS	2,475.00	0.00
TOTAL PRELIMINARY ITEMS		79,663.00	74,762.08			-4,900.92
FIELD DEPENDENT ITEMS						
1	Grout <i>To provide for a more stable transition from gabions to riprap</i>	0.00	10.00	CY	200.00	2,000.00
2	Topsoil <i>Remedy excessive slope voids; create conditions that would promote some grass growth</i>	0.00	98.00	CY	29.00	2,842.00
TOTAL DEPENDENT ITEMS		0.00	4,842.00			0.00
SYSTEM APPLICATION OF LIQD. DAM. ADJ.			0.00			
TOTAL CONSTRUCTION ITEMS		B 79,663.00	C 79,604.08			A -58.92
DIFFERENCE						



Engineering Progress

June 16, 2014

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

FINAL INSPECTION

Re: Drainage Improvements to Gordon's Creek
At the Bakery Building
City of Hattiesburg, Mississippi

Attendees:

- | | |
|-------------------|--------------------------------|
| • Craig Dearman | City of Hattiesburg |
| • Marcelin Joseph | Shows, Dearman and Waits, Inc. |
| • Steve Tingle | Shows, Dearman and Waits, Inc. |
| • Doug Clark | D&M Clark Construction, LLC |

A final inspection on the above referenced project was held at the project site, on June 16, 2014, at 1:15 p.m. Project was general constructed according to plans. There was a minor aesthetic concern with an unkept silt fence on an adjacent project.

D&M Clark Construction, LLC

1038 SCR 85 East

Mize, MS 39116

Phone: 601-765-3740 or 601-733-9988

Email: dougdmcc@att.net

06/15/2014

To whom it may concern,

This is a letter to notify you that D&M Clark Construction, LLC will provide warranty on materials and workmanship for the Drainage Improvements to Gordon's Creek at the old Bakery Building, Hattiesburg, Mississippi, for 1 year from the project completion date of May 22, 2014.

Sincerely,



Douglas W. Clark

D&M Clark Construction, LLC

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN AND PAYMENT OF DEBTS AND CLAIMS

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Douglas W. Clark ("Contractor"), who, after being first duly sworn, deposes and says that:

1. I am a licensed contractor in the State of Mississippi doing business as D&M Clark Construction, LLC (name of business), located at 1038 SCR 85 East, Mize, Mississippi 39116 (mailing address).
2. Contractor, pursuant to the Contract dated December 3, 2013 ("Contract") between Contractor and City of Hattiesburg, Hattiesburg, MS ("Owner"), for certain construction related to a project known as Drainage Improvements to Gordon's Creek, at the Bakery Building has heretofore furnished, or caused to be furnished, labor, materials, and/ or other service for the construction of drainage improvements, as more particularly set forth in the Contract.
3. Contractor represents that all work to be performed under the aforesaid Contract with respect to the drainage improvements has been fully completed and that all subcontractors, material men, lienors, and potential lienors, who have furnished labor, materials, and/or other services with respect to such drainage improvements have been paid in full, or, if not, have executed partial Waiver of Liens, pertaining to the labor, material, and/or other services provided in connection with the construction of the utility improvements.
4. In consideration of final payment to the Contractor, and all other previous payments paid by the Owner to the Contractor, the undersigned does hereby, for and in behalf of the Contractor, waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or materials for services furnished or any other class of lien whatsoever, on any of the property owned or to be transferred for ownership to the City of Hattiesburg, Mississippi, including easement and right-of-way ownership interests, on which improvements have been completed in connection with the aforementioned Contract.
5. Contractor hereby agrees that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might be responsible, with exception of the Change Order agreement(s) and the Retainage fee(s) have been paid or otherwise satisfied.
6. Contractor represents that he has authority to execute a full and final Release of Lien for and on behalf of the Contractor.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true.

Douglas W. Clark
Signature

Douglas W. Clark
Printed Name

STATE Miss.

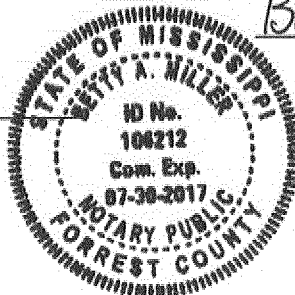
COUNTY Forrest

On this 16 day of June, 2014, before me, the undersigned notary, personally appeared _____, who [] is personally known to me or [] proved to me through identification documents allowed by law, which were _____, to be the person who signed the preceding document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Betty A. Miller
Notary Public

Betty A Miller
Printed Name

My Commission Expires: 7-30-17



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

Bond #: 1001009080

PROJECT: Drainage Improvemets to Gordon's Creek at the Bakery Building
(name, address)

TO (Owner)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR: D&M Clark Construction, LLC
1038 SCR 85 East
Mize, MS 39116

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

American Contractors Indemnity Company
601 S. Figueroa St., Ste. 1600
Los Angeles, CA 90017

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

D&M Clark Construction, LLC
1038 SCR 85 East
Mize, MS 39116

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 11th

day of June, 2014

American Contractors Indemnity Company
Surety Company

Attest:

(Seal):



Kathleen B. Scarborough
Signature of Authorized Representative

Kathleen B. Scarborough, Attorney-in-Fact, MS Resident Agent

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G708, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,

Norma J. McMahon, Kathleen B. Scarborough

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Unlimited***** **Dollars (\$ ***unlimited***)**.

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals




Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

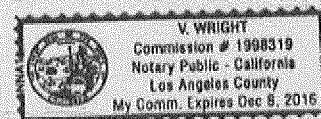
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



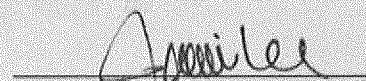
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of June, 2014

Corporate Seals

Bond No. 1001009080
Agency No. 17033




Jeannie Lee, Assistant Secretary

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and D&M Clark Construction, LLC dated December 3, 2013 for the Drainage Improvements to Gordon Creek at the Bakery Building project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 8th day of July, 2014, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
DEPUTY CITY CLERK

(S E A L)

Publish (1) Friday, July 11, 2014
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and D&M Clark Construction, LLC dated December 3, 2013 for the Drainage Improvements to Gordon Creek at the Bakery Building project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 8th day of July, 2014, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Sharon White, D.C.
DEPUTY CITY CLERK

(S E A L)

Publish (1) Friday, July 11, 2014
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



City of Hattiesburg, MS

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

Master

File Number: 2014-1188

File ID: 2014-1188

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/17/2014

Brief Title: Interlocal Agreement with Lamar County for collection of delinquent taxes

Final Action: 07/08/2014

Minute Book Number: MB2014-194-195

Title: Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of delinquent taxes collected by the Chancery Clerk of Lamar County, for a fee of \$8.00 per parcel, for the cost of researching land records for notifying owners and lienors of maturity dates, for a period of two years beginning on July 1, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: Lamar Cty Interlocal Agrmnt Delinquent Taxes, executed Lamar Cty Interlocal Agrmnt Delinquent Taxes

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of delinquent taxes collected by the Chancery Clerk of Lamar County, for a fee of \$8.00 per parcel, for the cost of researching land records for notifying owners and lienors of maturity dates, for a period of two years beginning on July 1, 2014.							
Council member Carroll asked Attorney Lawrence if the Lamar County Chancery Clerk already receives a percentage of the collection; Attorney Lawrence replied in the negative and said this is for delinquent taxes.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1188

Title

Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of delinquent taxes collected by the Chancery Clerk of Lamar County, for a fee of \$8.00 per parcel, for the cost of researching land records for notifying owners and lienors of maturity dates, for a period of two years beginning on July 1, 2014.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**INTERLOCAL AGREEMENT RELATING TO THE
OF DELINQUENT TAXES BETWEEN LAMAR COUNTY, MISSISSIPPI,
AND THE CITY OF HATTIESBURG**

WHEREAS, in the desire of both local governmental units, under the authority of Chapter 13, Title 17, Mississippi Code of 1972, Annotated, as amended, to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible;

NOW, THEREFORE, IT IS AGREED by and between the City of Hattiesburg, Mississippi ("City") and the County of Lamar ("County") as follows:

1. The Chancery Clerk of Lamar County, Mississippi will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be paid \$8.00 per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. The Chancery Clerk shall invoice Lamar County monthly for his services.
2. The Chancery Clerk shall provided tax redemption services to the City on all property within the City and within the City School district for additional compensation as may be agreed between the Chancery Clerk and the Mayor and Councilmen.
3. This contract will be in effect for an initial term of two (2) years commencing July 1, 2014, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. Such termination shall be in the form of a written notice to the other party not less than nine (9) months in advance of the date of termination. The contract must be approved and spread on the minutes by the elected Board of Supervisors. Likewise, this contract must be approved by the newly elected City Council and spread on the City's minutes.
4. Amendment to this contract shall take place only by mutual written consent of the parties pursuant to Section 17-13-9(e), Mississippi Code Annotated, as amended, and with Resolutions passed by each governing entity.
5. This Agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code Annotated, as amended.
6. There will be no separate or legal administrative entity created hereby, but the purpose of the Agreement shall be that the governing authorities of the respective governmental entities shall cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of the City of Hattiesburg.

7. The City and County recognize that the services provided herein to be rendered and engaged in jointly between the City and County require the approval and cooperation of Lamar County Chancery Clerk and that they have been fully advised and have cooperated in the formulation of the Agreement and join herein as signature parties.

THIS AGREEMENT is entered into by and between the governing authorities of said City and County on the date set out below as the same appears of record in their respective minutes.

APPROVED, this the _____ day of _____, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny Dupree, Mayor

ATTEST:

City Clerk

APPROVED, this the 17TH day of April, 2014

LAMAR COUNTY, MISSISSIPPI

By: Joe Bounds
Joe Bounds, President
Lamar County Board of Supervisors



Wayne Smith
Wayne Smith, Chancery Clerk

**INTERLOCAL AGREEMENT RELATING TO THE
OF DELINQUENT TAXES BETWEEN LAMAR COUNTY, MISSISSIPPI,
AND THE CITY OF HATTIESBURG**

WHEREAS, in the desire of both local governmental units, under the authority of Chapter 13, Title 17, Mississippi Code of 1972, Annotated, as amended, to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible;

NOW, THEREFORE, IT IS AGREED by and between the City of Hattiesburg, Mississippi ("City") and the County of Lamar ("County") as follows:

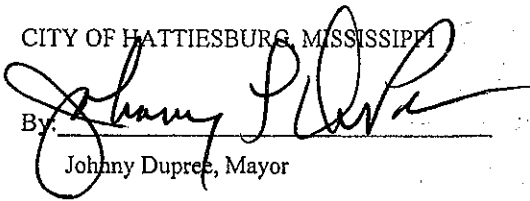
1. The Chancery Clerk of Lamar County, Mississippi will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be paid \$8.00 per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. The Chancery Clerk shall invoice Lamar County monthly for his services.
2. The Chancery Clerk shall provided tax redemption services to the City on all property within the City and within the City School district for additional compensation as may be agreed between the Chancery Clerk and the Mayor and Councilmen.
3. This contract will be in effect for an initial term of two (2) years commencing July 1, 2014, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. Such termination shall be in the form of a written notice to the other party not less than nine (9) months in advance of the date of termination. The contract must be approved and spread on the minutes by the elected Board of Supervisors. Likewise, this contract must be approved by the newly elected City Council and spread on the City's minutes.
4. Amendment to this contract shall take place only by mutual written consent of the parties pursuant to Section 17-13-9(e), Mississippi Code Annotated, as amended, and with Resolutions passed by each governing entity.
5. This Agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code Annotated, as amended.
6. There will be no separate or legal administrative entity created hereby, but the purpose of the Agreement shall be that the governing authorities of the respective governmental entities shall cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of the City of Hattiesburg.

7. The City and County recognize that the services provided herein to be rendered and engaged in jointly between the City and County require the approval and cooperation of Lamar County Chancery Clerk and that they have been fully advised and have cooperated in the formulation of the Agreement and join herein as signature parties.

THIS AGREEMENT is entered into by and between the governing authorities of said City and County on the date set out below as the same appears of record in their respective minutes.

APPROVED, this the 8th day of July, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

By: 

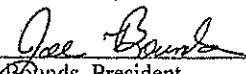
Johnny Dupree, Mayor

ATTEST:


City Clerk

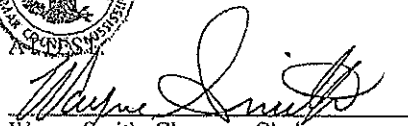
APPROVED, this the 17th day of April, 2014

LAMAR COUNTY, MISSISSIPPI

By: 

Joe Bounds, President
Lamar County Board of Supervisors




Wayne Smith, Chancery Clerk



City of Hattiesburg, MS

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

Master

File Number: 2014-1204

File ID: 2014-1204

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Final Action: 07/08/2014

Brief Title: Authorize Mayor to Execute Memorandum of Agreement in duplicate with the Mississippi Department of Transportation for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

Minute Book Number: MB2014-195

Title:

Authorize Mayor to Execute Memorandum of Agreement in duplicate with the Mississippi Department of Transportation for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization to develop the 2040 Long Range Transportation Plan for the Hattiesburg Urbanized area by authority under the provisions of Section 65-1-8, 65-1-77, 79-11-101, and 79-11-151 of Miss. Code Ann. (1972). (MPO 2014)

Notes: Will need this agreement signed before July 10, 2014.

Sponsors:

Enactment Date:

Attachments: Hattiesburg LRTP MOA 2040, executed Hattiesburg LRTP MOA 2040

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: KaTonya Darby

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Authorize Mayor to Execute Memorandum of Agreement in duplicate with the Mississippi Department of Transportation for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization to develop the 2040 Long Range Transportation Plan for the Hattiesburg Urbanized area by authority under the provisions of Section 65-1-8, 65-1-77, 79-11-101, and 79-11-151 of Miss. Code Ann. (1972). (MPO 2014)

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2014-1204

Title

Authorize Mayor to Execute Memorandum of Agreement in duplicate with the Mississippi Department of Transportation for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization to develop the 2040 Long Range Transportation Plan for the Hattiesburg Urbanized area by authority under the provisions of Section 65-1-8, 65-1-77, 79-11-101, and 79-11-151 of Miss. Code Ann. (1972). (MPO 2014)

Summary

Authorize Mayor to Execute Memorandum of Agreement in duplicate with the Mississippi Department of Transportation for the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization.

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]

**MEMORANDUM OF AGREEMENT
FOR JOINT PARTICIPATION IN A LONG RANGE
TRANSPORTATION PLANNING CONTRACT**

THIS AGREEMENT is made by and among the Mississippi Transportation Commission ("the Commission"), a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"); and the Department of Federal Programs of the City of Hattiesburg, which is a Mississippi municipal corporation, effective as of the date of latest execution shown below.

WHEREAS, the City of Hattiesburg has been designated as a Metropolitan Planning Organization ("MPO") under the provisions of Title 23, Section 450 of the United States Code of Federal Regulations; and

WHEREAS, the Commission and the MPO are required under the provisions of Title 23, Sections 134 and 135 of the United States Code to develop a long range transportation plan for the individual MPO and for the State of Mississippi at large; and

WHEREAS, the deliverables to be produced pursuant to this Agreement will be a plan for the MPO and one combined document of MPO and MDOT plans; and

WHEREAS, the parties hereto believe that it will be advantageous for the taxpayers of the State of Mississippi to develop a unified statewide plan which is composed in part of the regional plans for each individual MPO, and in part for the state at large; and

WHEREAS, the parties propose to accomplish this through a single contract which will provide both the statewide plan and the individual plan for each MPO; and

WHEREAS, the parties agree that MDOT will fund, administer, and negotiate a consultant contract to develop both the individual MPO and combined MDOT plans in compliance with state and federal guidelines; and

WHEREAS, the parties understand that any work or expenses outside of the consultant agreement, such as in-house staff time, will be the responsibility of each party; and

WHEREAS, the parties hereto have the authority to enter into this Memorandum of Agreement under the provisions of Sections 65-1-8, 65-1-77, 79-11-101, and 79-11-151 of Miss. Code Ann. (1972).

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, the Commission and the MPO do hereby agree as follows:

ARTICLE I
DUTIES AND RESPONSIBILITIES FOR EACH PARTY

A. IN CONFORMANCE WITH THIS AGREEMENT, THE MPO WILL:

1. Designate an employee or representative who will serve as the point of contact for the consultant. The MPO and the consultant will not enjoy privity of contract, but the MPO may confer with the consultant independently to accomplish the purposes hereof.

2. Through its designated employee or representative, assist the Commission in development of the portion of the Scope of Services which is to be negotiated between the selected consultant and the Commission, and be responsible for negotiating the terms of public involvement with the selected consultant in compliance with its particular public participation process.

3. Provide comments to the MDOT Consultant Services Division within ten (10) days after receipt of an invoice.

B. THE COMMISSION WILL:

1. With input from the MPO, develop a Scope of Services which will provide the plan for the MPO and a combined document of MPO and MDOT plans. The areas of emphasis or tasks involved will include but may not be limited to:

- A planning level system analysis that defines the project needs of the multimodal transportation system over the next 25-years.
- A financial plan which proposes alternative methods to fund necessary improvements to the system over the life of the plan.
- Review and incorporate existing studies and plans as needed.
- Collect and analyze relevant data for the update.
- Conduct vision meetings with MDOT Administration and Policy or Technical committees for each MPO.
- Coordinate public/stakeholder involvement and conduct public/stakeholder meetings.
- Develop and provide travel demand model standardization documentation for the below update and future model development and updates
- Update existing travel demand models (Statewide, Small Urban Area, and MPO models); areas may include but are not limited to Transportation Analysis Zones,

socioeconomic data, road network, base year AADTs, user interface, and data validation; provide step-by-step documentation of the methodologies and data validation as well as training on the resulting models to MDOT and MPO personnel; final model shall be delivered in the latest version of TransCAD.

- Provide an evaluation regarding the economic impacts of the existing and future transportation system for different funding or improvement strategies.
- Incorporate performance goals, measures, and targets in accordance with federal guidelines in conjunction with MDOT and MPO's.
- Provide a plan of action to accomplish performance targets, promote economic development, and resolve deficiencies whether funding related or transportation related.

2. Develop, award, and administer a single contract with the consultant or consultant team.

3. Pay all sums due the consultant or consultant team under its usual procedure.

4. As soon as practicable after receipt of each invoice from a consultant, provide a copy of the invoice to the MPO for review and comments.

ARTICLE II

GENERAL PROVISIONS

1. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development of the transportation plans are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The MPO agrees that it will abide by all such applicable authority.

2. This Agreement is for the purpose of developing a coordinated Long-Range Statewide Transportation Plan ("LRTP") and the Metropolitan Transportation Plan for MDOT and the MPO, as required by Federal regulations. While each of these could be developed separately, the parties hereto have concluded that it would be more efficient to combine these efforts through a single contract to develop both the Long Range Statewide Transportation Plan and the Metropolitan Transportation Plans as a single, coordinated, plan.

3. In areas where the MPO's and MDOT's public involvement process overlap, MDOT will provide assistance in accordance with MDOT's public participation process.

4. MDOT's and the MPO's plans will be funded with State Planning and Research ("SPR") funds. These funds provide for eighty percent (80%) Federal

participation, and the Commission will provide the twenty percent (20%) match for the total project limited to consultant services.

5. The executed contract with the consultant will require that the consultant provide an itemized, line-item invoice. The MPO will be responsible for reviewing the costs attributable to its portion of the LRTP, in the manner provided *supra*.

6. It is the intent of the parties hereto that they will work cooperatively in order to produce a contract and Scope of Work that will meet the needs of each..

ARTICLE III NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are hereby designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, P.E.
Executive Director
MDOT
P. O. Box 1850
Jackson, MS 39215-1850
Phone: 601-359-7002
Facsimile: 601-359-7110

CITY OF HATTIESBURG:

Mayor Johnny L. DuPree, Ph.D.
P. O. Box 1898
Hattiesburg, MS39403-1898
Phone: (601) 445-7555Fax: (601) 545-4608

For Technical Design Matters:

COMMISSION:

Amy Mood, P.E.

Assistant Chief Engineer, PreConstruction
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone:

CITY OF HATTIESBURG:

-Ms. Lakeylah White, Director

-Federal and State Programs
Executive Director HPFL-MPO
P.O. Box 1898
Hattiesburg, MS 39403-1898

601-359-7007 Phone: 601.545.4590
Facsimile: 601-359-7050 Facsimile: 601.545.6327

B. All notices given hereunder shall be by U.S. Certified Mail, Return Receipt Requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

A. Each of the parties hereto acknowledges that it is an independent governmental entity and as such is responsible for the actions of its employees, agents, and contractors. Neither of the parties shall be liable for the actions of the other's employees, agents, or contractors, nor shall either party be deemed to be an employee, agent or contractor of the other.

B. The Commission executes all directives and orders through MDOT. The City of Hattiesburg executes all directives and orders through its Chief Executive Officer.

ARTICLE V
RESPONSIBILITIES FOR CLAIMS

A. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title or interest to any party not a signatory hereto.

B. The parties agree that the MPO will not be a party to any contract entered into by the Commission other than this Memorandum of Agreement.

C. Nothing in this Agreement shall supplant or affect any provision of the Mississippi Tort Claims Act.

ARTICLE VI.
MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

ARTICLE VII
TERMINATION

This Agreement shall supersede any areas of previous agreements or memorandums of understanding executed by the MPO or the MDOT where conflict exists and shall remain in effect from the date of this Agreement until amended or terminated.

This Agreement may be terminated with thirty (30) days prior notification under any or all of the following conditions:

- a) By mutual agreement and consent of the parties hereto, or
- b) As a consequence of the failure of the parties hereto to comply with the provisions of the Agreement in a satisfactory manner to attain certification of the transportation planning process in accordance with the rules and regulations of the MDOT, proper allowances being made for circumstances beyond the control of the parties thereof.

Termination shall not, of itself, cancel any contact made in reliance upon the Agreement which is underway at the time of termination.

SO AGREED, this the ____ day of ____, 2014.

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D., Mayor
City of Hattiesburg

SO AGREED, this the ____ day of ____, 2014.

MISSISSIPPI TRANSPORTATION COMMISSION
By and Through the Duly Authorized
Executive Director

Melinda L. McGrath, P.E., Executive Director
Mississippi Department of Transportation

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Amy Mood, P.E.

Assistant Chief Engineer, PreConstruction
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone:

CITY OF HATTIESBURG:

-Ms. Lakeylah White, Director

-Federal and State Programs
Executive Director HPFL-MPO
P.O. Box 1898
Hattiesburg, MS 39403-1898

Facsimile: 601-359-7050

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Facsimile: 601.545.6327

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ARTICLE VII
TERMINATION

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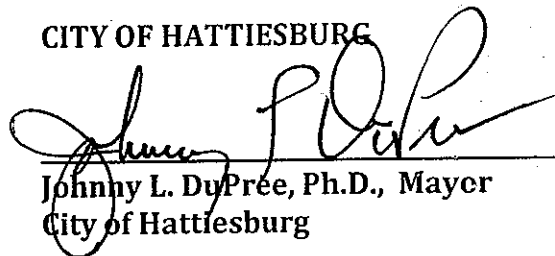
This Agreement may be terminated with thirty (30) days prior notification under any or all of the following conditions:

- a) By mutual agreement and consent of the parties hereto, or
- b) As a consequence of the failure of the parties hereto to comply with the provisions of the Agreement in a satisfactory manner to attain certification of the transportation planning process in accordance with the rules and regulations of the MDOT, proper allowances being made for circumstances beyond the control of the parties thereof.

Termination shall not, of itself, cancel any contact made in reliance upon the Agreement which is underway at the time of termination.

SO AGREED, this the 8th day of July 2014.

CITY OF HATTIESBURG



Johnny L. DuPree, Ph.D., Mayor
City of Hattiesburg

SO AGREED, this the ____ day of ____, 2014.

MISSISSIPPI TRANSPORTATION COMMISSION
By and Through the Duly Authorized
Executive Director

Melinda L. McGrath, P.E., Executive Director
Mississippi Department of Transportation

L:\RODNEY\Planning\WPO MOA\Hattiesburg LRTP MOA 2040_CSU Comments updated scope v2.doc



City of Hattiesburg, MS

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

Master

File Number: 2014-1191

File ID: 2014-1191

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/20/2014

Brief Title: USM Fire Protection Agreement for 2014-2015

Final Action: 07/08/2014

Minute Book Number: MB2014-195

Title: Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2014 to June 30, 2015, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Notes:

Sponsors:

Enactment Date:

Attachments: Fire Protection Agreement 1year 2014-2015,
executed Fire Protection Agreement 1year
2014-2015

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2014 to June 30, 2015, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1191

Title

Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2014 to June 30, 2015, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00)

Summary

USM Fire Protection for FY 2015

Budget Information

Municipal Fire Protection

Expenditure Type

Contract

4

FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on this the 1st day of July, 2014,
between the City of Hattiesburg (“City”) and the University of Southern Mississippi
(“University”) for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970.
2. It is the desire of the University that the City provide fire protection and related services to the aforesaid fire district to the same extent such protection and services are provided to the citizens of the City.
3. It has been determined that the City has the capability of providing the protection and services contemplated by the terms of this Agreement.
4. It is the desire of the parties to terminate all previous agreements relating to the providing of fire protection and related services to the University by the City.

AGREEMENT

1. Services: The City shall furnish to the University, fire protection and related services to the University to the same extent and at that same level provided to its Citizens.
2. Terms: The term of this Agreement shall be for one (1) years and shall commence on July 1, 2014 and shall terminate on June 30, 2015.
3. Consideration: During the term of this Agreement, the University shall pay unto the City an annual fee that is due by August 31 each year according to the following fees schedule:

August 31, 2014	\$95,652.00
-----------------	-------------
4. Review and Adjustments: Annually and on or before the 1st day of May of each year of this Agreement, the protection and services being provided to the University by the City shall be reviewed by the University and appropriate members of the Hattiesburg Fire Department to determine whether or not there is any need to increase the level of services being provided by the City of to meet some specialized need of the University. If it is determined that there is a need to increase the level of services being provided to the University or if it is determined that there exists a specialized need by the University for fire protection, then and in that event, the annual fee herein provided shall be adjusted to compensate the City for the increased level of services or meeting the specialized needs of the University.
5. Related Services: The City shall provide support for all emergency situations on the University campus, including but not limited to incidents of hazardous waste

spills and cleanup, persons trapped in elevators, concerts and other events of public safety concerns. The University agrees to replace all materials used by the City in addressing any hazardous waste spill occurring on campus.

6. Communications: The University shall provide and maintain fire alarms, telephone lines and radio frequencies in order to establish more efficient communications between the Hattiesburg Fire Department and the University personnel at the Physical Plant Department and the Campus Police.
7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants and fire flow infrastructure located on campus and under its dominion and control consistent with established standards and provide the City with a current map detailing the location of all hydrants, valves and water mains.
8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.
9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to

provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.

10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

ATTEST:

BY: _____
MAYOR

BY: _____
CITY CLERK

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

STATE OF MISSISSIPPI

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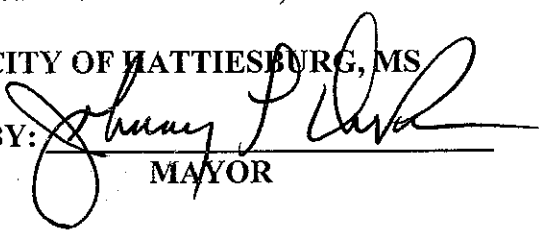
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7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants and fire flow infrastructure located on campus and under its dominion and control consistent with established standards and provide the City with a current map detailing the location of all hydrants, valves and water mains.
8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.
9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to

provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.

10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

BY: 

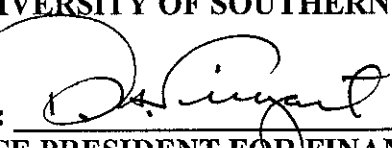
MAYOR

ATTEST:

BY: 

CITY CLERK

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: 

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION



City of Hattiesburg, MS

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

Master

File Number: 2014-1197

File ID: 2014-1197

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2014

Brief Title: FTA Section 5307 Grant MS-90-X90

Final Action: 07/08/2014

Minute Book Number: MB2014-195-196

Title:

Authorize the Mayor to execute agreement /contract for HUB City Transit System for the Operating Preventative Maintenance and Capital amount of \$1,170,692.00

Notes:

Sponsors:

Enactment Date:

Attachments: FTA Grant MS-90-X90 COH Grant FY2012

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Katonya Darby

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize the Mayor to execute agreement /contract for HUB City Transit System for the Operating Preventative Maintenance and Capital amount of \$1,170,692.00							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1197

Title

Authorize the Mayor to execute agreement /contract for HUB City Transit System for the Operating Preventative Maintenance and Capital amount of \$1,170,692.00

Summary

FTA Section 5307 Grant MS-90-X90

Budget Information

[Enter Budget Information Here Without Parentheses. Example: Cost Center Line Item, Amount]

Expenditure Type

Grant

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Project ID:	MS-90-X090
Budget Number:	1 - Budget Pending Approval
Project Information:	Operating, PM and Capital

Part 1: Recipient Information

Project Number:	MS-90-X090
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Union Information

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

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$1,170,692
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Project Number:	MS-90-X090	Adjustment Amt:	\$0
Project Description:	Operating, PM and Capital	Total Eligible Cost:	\$1,170,692
Recipient Type:	City	Total FTA Amt:	\$749,910
FTA Project Mgr:	Guanying Lei	Total State Amt:	\$0
Recipient Contact:	Christine Brown/Katonya Darby	Total Local Amt:	\$420,782
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2015	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 10, 2012		
Program Page:	288-290		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
283380	HATTIESBURG, MS

Congressional Districts

State ID	District Code	District Official
28	4	Steven M Palazzo

Project Details

The City of Hattiesburg is applying for its FY 2012 Section 5307 apportionment. These funds will be used for the operating, preventative maintenance, and capital for the city's small urban system Hub City Transit (HCT).

This Grant will be for a total of \$1,170,692.00. It will use FY 2012 Section 5307 funds for \$749,910(FTA)and \$420,782.00(Local Match. The local match will come from the City of Hattiesburg's designated millage for transit which is a tax levied to the citizens of Hattiesburg.

The funds are programmed in the Mississippi Department of Transportation - 2012-2015 Statewide Transportation Improvement Plan (STIP) approved 8/10/2012. It is in the STIP as Volume III Hattiesburg Urbanized Area Transportation Improvement Plan pages 288-290.

The funding ratio is Operating Assistance FTA 50%, Local 50%, Preventative Maintenance FTA 80%, Local 20%, Capital Rolling Stock FTA 90%, Local 10%, Support Vehicle FTA 80%, Local 20%.

The grant will fund the following activities:

1. Operations FY 2012 - Total Cost \$700,000 (FTA \$350,000 and local \$350,000)
2. Preventive Maintenance FY 2012 - Total Cost \$340,692 (FTA \$283,910 and Local \$56,782)
3. Bus Rolling Stock FY 2012 - Total Cost \$110,000 (FTA \$100,000 and Local \$10,000)
4. Support Vehicle FY 2012 - Total Cost \$20,000 (FTA \$16,000 and Local \$4,000)

Earmarks

No information found.

Security

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

1. No Deficiency found from threat/vulnerability assessment.

Grant applicant has conducted a threat and vulnerability assessment and finds there are no deficiencies that require additional investment in security projects at this time. [The threat and vulnerability assessment is No.8 in Top 20 Security Action list at <http://transit-safety.volpe.dot.gov/security/SecurityInitiatives/Top20/default.asp>]

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
300-00 OPERATING ASSISTANCE	0	\$350,000.00	\$700,000.00
<u>ACTIVITY</u>			
30.09.01 UP TO 50% FEDERAL SHARE	0	\$350,000.00	\$700,000.00
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	2	\$116,000.00	\$130,000.00
<u>ACTIVITY</u>			
11.12.04 BUY REPLACEMENT <30 FT BUS	1	\$100,000.00	\$110,000.00
11.42.11 ACQUIRE - SUPPORT VEHICLES	1	\$16,000.00	\$20,000.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$283,910.00	\$340,692.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE MAINTENANCE	0	\$283,910.00	\$340,692.00

Estimated Total Eligible Cost:		\$1,170,692.00
Federal Share:		\$749,910.00
Local Share:		\$420,782.00

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

None

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

11.12.04	BUY REPLACEMENT <30 FT BUS	Diesel Fuel
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Extended Budget Descriptions

30.09.01	UP TO 50% FEDERAL SHARE	0	\$350,000.00	\$700,000.00
Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs.. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				
11.12.04	BUY REPLACEMENT <30 FT BUS	1	\$100,000.00	\$110,000.00
Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction. The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				
11.42.11	ACQUIRE - SUPPORT VEHICLES	1	\$16,000.00	\$20,000.00
Purchase of 1 support vehicle. Useful life of 4 years or 100,000 miles.				
11.7A.00	PREVENTIVE MAINTENANCE	0	\$283,910.00	\$340,692.00
Preventive Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budget for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility, maintenance and other items needed for PM of its fixed route and paratransit fleet. The timeline for expenditures will be from Oct 1, 2014 - Sep 30, 2015				

Changes since the Prior Budget

No information found.

Part 4. Milestones

30.09.01 UP TO 50% FEDERAL SHARE 0 \$350,000 \$700,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2014
	Operating Assistance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for operations will cover the day to day operation of HCT which will include but not limited to salaries, office expenses, supplies and other items needed for operations of its fixed route and paratransit services. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) Timeline for expenditures will be October 1, 2014 to September 30, 2015.	
2.	Final Expenditure	Sep. 30, 2015

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$110,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Oct. 01, 2014
	Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction.	
2.	CONTRACT AWARDED	Nov. 28, 2014
3.	FIRST VEHICLE DELIVERED	Jul. 01, 2015
4.	ALL VEHICLES DELIVERED	Jul. 01, 2015
5.	CONTRACT COMPLETE	Aug. 31, 2015

11.42.11 ACQUIRE - SUPPORT VEHICLES 1 \$16,000 \$20,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Oct. 01, 2014
	One support vehicle. Useful life of 4 years or 100,000 miles.	
2.	Contract Award	Nov. 15, 2014
3.	Contract Complete	Dec. 15, 2014

11.7A.00 PREVENTIVE MAINTENANCE 0 \$283,910 \$340,692

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2014
	Preventative Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Preventive Maintenance FY 2012 -- Total Cost \$340,692(\$283,910 FTA/\$56,782 Local Match)	
2.	Final Expenditure	Sep. 30, 2015

Part 5. Environmental Findings

300901 UP TO 50% FEDERAL SHARE 0 \$350,000 \$700,000

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

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

111204 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$110,000

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117A00 PREVENTIVE MAINTENANCE 0 \$283,910 \$340,692

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles,

	B. Pending Disposal	0	0	0
	C. Total (A+B)	1	0	1
III.	Total (I.C and II.C)	5	0	5

Part 7. FTA Comments

General Review

Comment Title:	New Comment
Comment By:	Abigail Rivera
Date Created:	Jun. 03, 2014
Date Updated:	None Specified
Ref Section:	Unknown

Comment Title:	Abby 5/30/2014
Comment By:	Abigail Rivera
Date Created:	May. 30, 2014
Date Updated:	May. 30, 2014
Ref Section:	Unknown
Comment:	Kudos Christine! This is one of the best grants that I have seen. Very thorough and brief. There are just a couple of minor items that can be fixed a minutes. (I think) Extended Budget Descriptions 30.09.01 This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291). This should only state the page is project is on.. The timeline for expenditures will be from October 2012 thru September 2015. This time frame must be consistent with the starting and ending date. Additionally milestones can only be for 2 years in some cases 3. Please correct the timeframes. 11.7A.00 PREVENTIVE MAINTENANCE Under this line item please provide the time frame the funds will be used. For PM you can use the current year and the past/or following year. MILESTONES You are missing one milestone Please add the missing milestone. For each line item you will need a milestone. Environmental Finding You are missing 2 environmental findings. For each line item you will need an environmental finding

Comment Title:	Abby 5/20/2014
Comment By:	Abigail Rivera
Date Created:	May. 20, 2014
Date Updated:	Jun. 03, 2014

Ref Section:	Unknown																		
Comment:	Thank you for addressing the comments below so quickly. There are still few minor items that need to be readdressed. Also Christine can you UZA ID UZA Name 280000 CLEARED 6/3/2014 283380 MISSISSIPPI Please provide Hattiesburgs UZA ID CLEARED 5/30/2014 Total FTA Amt: The numbers I add up in the STIP are greater than this amount. When I add the STIP amounts I get \$809,691. That's not a problem but you do have a carry over balance and should be noted in this grant Under project details \$749,910 CLEARED 5/30/2014 Supp. Agreement?: I believe you are a Direct Recipient and receive funding from the Governors Apportionment. You will need a supplemental Agreement. Please correct No CLEARED 5/30/2014 The grant will fund the following activities: 1. Operation FY 2012 – Total cost \$699,820. (\$349,910 federal and \$349,910 local match) CLEARED 6/3/2014 October 1, 2014 to September 30, 2015, FTA \$350,000 Local \$350,000 (50/50) CLEARED 5/30/2014 2. Other Capital(Preventive Maintenance) Total Amount \$359,892.00 FY 2012 October 1, 2014 to September 30, 2015 FTA \$299,910 Local \$59,982 (80/20) CLEARED 5/30/2014 For preventive maintenance you can only use the current year + the year prior or the following year. See the format below and correct CLEARED 5/30/2014 Note:(In the updated 2015-2019 STIP please be sure to breakout the programs rather than lumping them together under one pot such as Capital, see template) CLEARED 5/30/2014 FY12 October 1, 2012 to September 30th 2013 FY13 October 1, 2013 to September 2014 CLEARED 6/3/2014 3. Bus Rolling Stock - Total amount ?? (FTA \$100,000 Local \$17,000 (83/17) CLEARED 6/3/2014 These funds are under Safetea-LU (not MAP-21) The ratio for capital is 80/20. Only the equipment needed to comply with ADA is 90%/10% Ratio. But must be itemized in separately under the Budget. CLEARED 5/30/2014 Please check your totals again. CLEARED 5/30/2014 Part 3: Budget Project Budget <table><tr><td>Quantity</td><td>FTA Amount</td><td>Tot. Elig. Cost</td></tr><tr><td colspan="3">SCOPE</td></tr><tr><td>300-00 OPERATING ASSISTANCE</td><td>0</td><td>\$349,910.00 \$349,910.00</td></tr><tr><td colspan="3">ACTIVITY</td></tr><tr><td>30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail. They do not match this amount,</td><td>0</td><td>\$349,910.00 \$349,910.00</td></tr><tr><td colspan="3">SCOPE CLEARED 5/30/2014</td></tr></table>	Quantity	FTA Amount	Tot. Elig. Cost	SCOPE			300-00 OPERATING ASSISTANCE	0	\$349,910.00 \$349,910.00	ACTIVITY			30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail. They do not match this amount,	0	\$349,910.00 \$349,910.00	SCOPE CLEARED 5/30/2014		
Quantity	FTA Amount	Tot. Elig. Cost																	
SCOPE																			
300-00 OPERATING ASSISTANCE	0	\$349,910.00 \$349,910.00																	
ACTIVITY																			
30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail. They do not match this amount,	0	\$349,910.00 \$349,910.00																	
SCOPE CLEARED 5/30/2014																			

111-00 BUS - ROLLING STOCK 1 \$100,000.00 \$17,000.00

ACTIVITY

11.12.04 BUY REPLACEMENT <30 FT BUS Is this a bus purchasing for ADA or a VAN,
1 \$100,000.00

Please correct. If t this is an ADA vehicle than 83% of \$17,000.00 CLEARED 5/30/2014

SCOPE

117-00 OTHER CAPITAL ITEMS (BUS) 1 \$299,910.00 \$359,892.00

ACTIVITY

11.7A.00 PREVENTIVE MAINTENANCE 1 \$299,910.00 \$359,892.00

Will you be using 10% at 100% ration for administration.? Please add if so

Estimated Total Eligible Cost: \$726,802.00

Federal Share: \$749,820.00 Please revise this budget. Local Share: -\$23,018.00

CLEARED 5/30/2014

EXTENDED BUDGET OK here is where you may get upset with me but I tried to eliminate the Scopes from the Extended Budget but actually made the Bus Scope and ALI disappear (SORRY) However, you were going to have to do this anyway to correct the totals and ratios. So please go in and correct.

30.09.01 UP TO 50% FEDERAL SHARE 1 \$350,000.00 \$700,000.00 CLEARED
5/30/2014

Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public transit provider. The funds budgeted for operations will cover the day to day operations of HCT which will include but not limited to salaries, office expenses, administrative expenses, supplies and other items needed for operations of its fixed route and paratransit programs. This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-291).

FTA Amount \$349,910 (50%) Local Amount \$349,910 (50%)

The timeline for expenditures will be from October 2012 thru September 2015. Please see project details for correct dates CLEARED 5/30/2014

Part 4. Milestones Please complete the Milestones. There should be a milestone for every ALI with a minimum of 2 dates: But you should reflect Contract Award, RFP, Completion: Note; Milestones must match your start and ending date under project information. NOT CLEARED

30.09.01 UP TO 50% FEDERAL SHARE 0 \$349,910 \$349,910

Milestone Description Est. Comp. Date

1. Final Expenditure None Specified NOT CLEARED

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$17,000

Milestone Description Est. Comp. Date

1. RFP/IFB OUT FOR BID None Specified
2. CONTRACT AWARDED None Specified
3. FIRST VEHICLE DELIVERED None Specified
4. ALL VEHICLES DELIVERED None Specified
5. CONTRACT COMPLETE None Specified

ENVIRONMENTAL FINDINGS

Please provide environmental findings for each Activity Item. CLEARED 5/30/2014

Lastly, please read over some of the comments in the message below. They still might be pertinent. Thank you for the hard work
CLEARED 5/30/2014

Comment Title:	Abby 4/23/2014
Comment By:	Abigail Rivera
Date Created:	Apr. 24, 2014
Date Updated:	Jun. 03, 2014
Ref Section:	Unknown
Comment:	Thank you for your grant. I have reviewed and provided comments please address each one. This is a partial review as you will need to redo your 2 grants. Please do lapsing funds as soon as possible. CLEARED 6/3/2014 - You will need to prepare two grants. You cannot comingle FY12 funds with FY13 funds (see my email to you on April 7th. 2014). CLEARED 6/3/2014 - Please address each comment below. Also when done you can use this email to state that you have addressed it. FTA Project Mgr: Abigail Rivera Guanying Lei CLEARED 6/3/2014 Project Details please use the format below for all grants This grant will be for a total of \$???. It will use FY12, Section ??? funds for a total of ??? (\$ FTA) and (\$ Local Match). It is programmed in the 2010-2015 MS STIP for Hattiesburg, approved ???, page/s ?, The funding ratio is FTA 80% and Local Match 20%. The Local Match will come from ??????. CLEARED 6/3/2014 This grant will fund the following projects: {for each line item in the budget you need to include in this initial list. The Extended Budget will describe these items in more detail... CLEARED 6/3/2014 - Preventive Maintenance \$???? (Item # in STIP) July 1, 2012 – June 30, 2013 July 1, 2013 – June 30th 2014 CLEARED 6/3/2014 - Operating Expenses - \$\$ (Item in STIP) Please describe what this will fund under extended budget (para transit services, fixed route). CLEARED 6/3/2014 Hattiesburg will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). CLEARED 6/3/2014 Hattiesburg will ensure contractors procured will not be on the FTA Suspension and Debarment list. CLEARED 6/3/2014

Comment Title:	Technical Review
Comment By:	Guanying Lei

Date Created:	May. 15, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	1) In addition to the match ratios, the figures in the budget fields for 11.7A.00 and 11.12.04 don't match the description in the EBDs 2) Per C 9030.1E Maintenance costs can only be claimed for the current year or the immediately preceding year. Please make the correction.

Comment Title:	Abby 5/22/2014
Comment By:	Abigail Rivera
Date Created:	May. 22, 2014
Date Updated:	May. 30, 2014
Ref Section:	Unknown
Comment:	Thank you for addressing the comments below so quickly. There are still few minor items that need to be readdressed. Also Christine can you UZA ID UZA Name 280000 283380 MISSISSIPPI Please provide Hattiesburgs UZA ID Total FTA Amt: The numbers I add up in the STIP are greater than this amount. When I add the STIP amounts I get \$809,691. That's not a problem but you do have a carry over balance and should be noted in this grant Under project details \$749,910 Supp. Agreement?: I believe you are a Direct Recipient and receive funding from the Governors Apportionment. You will need a supplemental Agreement. Please correct No CLEARED 5/30/2014 The grant will fund the following activities: 1. Operation FY 2012 – Total cost \$699,820. (\$349,910 federal and \$349,910 local match) October 1, 2014 to September 30, 2015, FTA \$350,000 Local \$350,000 (50/50) CLEARED 5/30/2014 2. Other Capital(Preventive Maintenance) Total Amount \$359,892.00 FY 2012 October 1, 2014 to September 30, 2015 FTA \$299,910 Local \$59,982 (80/20) For preventive maintenance you can only use the current year + the year prior or the following year. See the format below and correct Note:(In the updated 2015-2019 STIP please be sure to breakout the programs rather than lumping them together under one pot such as Capital, see template) CLEARED 5/30/2014 FY12 October 1, 2012 to September 30th 2013 FY13 October 1, 2013 to September 2014 CLEARED 5/30/2014 3. Bus Rolling Stock - Total amount ?? (FTA \$100,000 Local \$17,000 (83/17) These funds are under Safetee-LU (not MAP-21) The ratio for capital is 80/20. Only the equipment needed to comply with ADA is 90%/10% Ratio. But must be itemized in separately under the Budget.

Please check your totals again. CLEARED 5/30/2014

Part 3: Budget

Project Budget

Quantity	FTA Amount	Tot. Elig. Cost
----------	------------	-----------------

SCOPE

300-00 OPERATING ASSISTANCE	0	\$349,910.00	\$349,910.00
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ACTIVITY

30.09.01 UP TO 50% FEDERAL SHARE Please check your totals under Project Detail.
They do not match this amount, CLEARED 5/30/2014

0	\$349,910.00	\$349,910.00
---	--------------	--------------

SCOPE

111-00 BUS - ROLLING STOCK	1	\$100,000.00	\$17,000.00
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ACTIVITY

11.12.04 BUY REPLACEMENT <30 FT BUS Is this a bus purchasing for ADA or a VAN,
1 \$100,000.00

Please correct. If t this is an ADA vehicle than 83% of \$17,000.00 CLEARED 5/30/2014

SCOPE

117-00 OTHER CAPITAL ITEMS (BUS)	1	\$299,910.00	\$359,892.00
----------------------------------	---	--------------	--------------

ACTIVITY

11.7A.00 PREVENTIVE MAINTENANCE	1	\$299,910.00	\$359,892.00
---------------------------------	---	--------------	--------------

Will you be using 10% at 100% ration for administration.? Please add if so CLEARED
5/30/2014

Estimated Total Eligible Cost: \$726,802.00

Federal Share: \$749,820.00

Please revise this budget. Local Share: -\$23,018.00

EXTENDED BUDGET OK here is where you may get upset with me but I tried to eliminate
the Scopes from the Extended Budget but

Actually made the Bus Scope and ALI disappear (SORRY) However, you were going to
have to do this anyway to correct the totals and ratios. So please go in and correct.

30.09.01 UP TO 50% FEDERAL SHARE 1 \$350,000.00 \$700,000.00
CLEARED 5/30/2014

Operating Assistance (50/50) for the City of Hattiesburg's Hub City Transit (HCT) public
transit provider. The funds budgeted for operations will cover the day to day operations of
HCT which will include but not limited to salaries, office expenses, administrative
expenses, supplies and other items needed for operations of its fixed route and
paratransit programs.. CLEARED 5/30/2014

This item is listed in the MDOT STIP Volume 3, Chapter3, pages 26-29 (webpages 287-
291).

FTA Amount \$349,910 (50%) Local Amount \$349,910 (50%)

The timeline for expenditures will be from October 2012 thru September 2015. Please see
project details for correct dates CLEARED 5/30/2014

Part 4. Milestones Please complete the Milestones. There should be a milestone for every
ALI with a minimum of 2 dates: But you should reflect Contract Award, RFP, Completion:
Note; Milestones must match your start and ending date under project information.
CLEARED 5/30/2014

30.09.01 UP TO 50% FEDERAL SHARE	0	\$349,910	\$349,910
----------------------------------	---	-----------	-----------

	Milestone Description Est. Comp. Date
	1. Final Expenditure None Specified
	11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$100,000 \$17,000
	Milestone Description Est. Comp. Date
	1. RFP/IFB OUT FOR BID None Specified
	2. CONTRACT AWARDED None Specified
	3. FIRST VEHICLE DELIVERED None Specified
	4. ALL VEHICLES DELIVERED None Specified
	5. CONTRACT COMPLETE None Specified
	ENVIRONMENTAL FINDINGS
	Please provide environmental findings for each Activity Item.
	CLEARED 5/30/2014
	Lastly, please read over some of the comments in the message below. They still might be pertinent. Thank you for the hard work

Comment Title:	New Comment
Comment By:	Valencia D Williams
Date Created:	May. 09, 2014
Date Updated:	May. 09, 2014
Ref Section:	Unknown
Comment:	1. Recheck all match ratios. 2. The match ratio for 11.7A.00 should be 80/20. 3. Attach STIP page 4. Start/end dates should collorate to milestone dates.

Comment Title:	Civil Rights Exempt
Comment By:	Abigail Rivera
Date Created:	May. 22, 2014
Date Updated:	May. 22, 2014
Ref Section:	Unknown
Comment:	CR Review - Exempt This grant does not include: new construction, construction that involves alterations, rebuild or remanufacture of stations, stops, or vehicles, and does not require a civil rights review. Additionally, the civil rights programs are "Concurred", or are "In Review", or "N/A".

Part 8: Results of Reviews

The reviewer did not find any errors

MS-90-X090 Quarterly Narrative Report

Jan. 01, 2014 through Mar. 31, 2014

As Of Jun. 03, 2014

(DRAFT)

MS/P Report In Progress , No FFR

Part 1: Recipient Information

Project Number:	MS-90-X090
Recipient ID:	1108
Recipient Name:	CITY OF HATTIESBURG -- DEPARTMENT OF URBAN DEVELOPMENT
Address:	P.O. BOX 1898 200 Forrest Street, HATTIESBURG, MS 39403 1898
Telephone:	(601) 545-6259
Facsimile:	(601) 545-6327

Part 2: Project Information

Project No:	MS-90-X090
Brief Desc:	Operating, PM and Capital
FTA Project Mgr:	Guanying Lei
Start/End Date:	Oct. 01, 2014 - Sep. 30, 2015
Gross Project Cost:	\$1,170,692
Adjustment Amt:	\$0
Total Eligible Cost:	\$1,170,692
Total FTA Amt:	\$749,910
Total State Amt:	\$0
Total Local Amt:	\$420,782
Other Federal Amt:	\$0

Part 3: Federal Financial Report**No FFR****Part 4. Milestone/Progress Report**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
30.09.01 UP TO 50% FEDERAL SHARE	0	\$350,000	\$700,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Initial Expenditure	10/1/2014				
	DETAILED DESCRIPTION: Operating Assistance for the City of					

	Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for operations will cover the day to day operation of HCT which will include but not limited to salaries, office expenses, supplies and other items needed for operations of its fixed route and paratransit services. FTA Amount \$350,000 (50%) Local Amount \$350,000 (50%) Timeline for expenditures will be October 1, 2014 to September 30, 2015.				
2.	Final Expenditure	9/30/2015			

11.12.04 BUY REPLACEMENT <30 FT BUS

<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
1	\$100,000	\$110,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB OUT FOR BID	10/1/2014				
	DETAILED DESCRIPTION: Request Bid or Mississippi Procurement State Contract List to Purchase of one (1) ADA Accessible bus less than 30 feet to replace aging fleet bus that has met its useful life. The replacement bus will have a useful life of seven years or 200,000 miles. The bus being replaced will be disposed of at auction.					
2.	CONTRACT AWARDED	11/28/2014				
3.	FIRST VEHICLE DELIVERED	7/1/2015				
4.	ALL VEHICLES DELIVERED	7/1/2015				
5.	CONTRACT COMPLETE	8/31/2015				

11.7A.00 PREVENTIVE MAINTENANCE

<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
0	\$283,910	\$340,692

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>

1.	Initial Expenditure	10/1/2014				
	DETAILED DESCRIPTION: Preventative Maintenance for the City of Hattiesburg's Hub City Transit (HCT) public transit system. The funds budgeted for PM will cover the maintenance of the HCT Fleet, including but not limited to mechanics, materials, maintenance supplies, facility maintenance and other items needed for PM of its fixed route and paratransit fleet. Preventive Maintenance FY 2012 -- Total Cost \$340,692(\$283,910 FTA/\$56,782 Local Match)					
2.	Finial Expenditure	9/30/2015				

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
11.42.11 ACQUIRE - SUPPORT VEHICLES	1	\$16,000	\$20,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued	10/1/2014				
	DETAILED DESCRIPTION: One support vehicle. Useful life of 4 years or 100,000 miles.					
2.	Contract Award	11/15/2014				
3.	Contract Complete	12/15/2014				



City of Hattiesburg, MS

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

Master

File Number: 2014-1220

File ID: 2014-1220

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2014

Brief Title: Service Agreement with USM for Youth Master Plan.

Final Action: 07/08/2014

Minute Book Number: MB2014-196

Title:

Authorize Mayor to execute in duplicate Service Agreement between the City and the University of Southern Mississippi for the City of Hattiesburg Youth Master Plan.

Notes:

Sponsors:

Enactment Date:

Attachments: Youth Master Plan Agreement

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute in duplicate Service Agreement between the City and the University of Southern Mississippi for the City of Hattiesburg Youth Master Plan.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1220

Title

Authorize Mayor to execute in duplicate Service Agreement between the City and the

University of Southern Mississippi for the City of Hattiesburg Youth Master Plan.

Summary

Service Agreement with USM for Youth Master Plan.

Budget Information

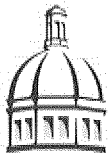
001020.6049

Expenditure Type

Regular Budget

Purchasing Item

Publication Information



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

SPONSORED PROGRAMS ADMINISTRATION

118 College Drive #5157 | Hattiesburg, MS 39406-0001

Phone: 601.266.4119 | Fax: 601.266.4312 | www.usm.edu/spa

June 26, 2014

Johnny L. DuPree, Ph.D., Mayor
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39401
Phone: (601) 545-4500

RE: Service Agreement between City of Hattiesburg and USM
Project Title: City of Hattiesburg Youth Master Plan

☒ Enclosed please find 1 original(s) of the document referenced above. *Please have your authorized institutional representative sign and then return all copies to my attention at the address listed above. One fully executed original document will be returned to you upon countersignature.*

☐ Enclosed please find _____ original(s) of the document referenced above. Each bears an original signature of The University of Southern Mississippi's authorized representative. Please have your authorized representative sign and then return one fully executed copy to my attention at the address listed above.

☐ Enclosed please find _____ original(s) of the document referenced.

If further information is necessary, please do not hesitate to contact me via phone (601) 266-4119 or email ("Tymika.Rushing@usm.edu"). Thank you for your support toward externally sponsored activities at The University of Southern Mississippi.

Sincerely,

Tymika Rushing
Associate Grants Administrator

Enclosure

RESEARCH SUPPORT/SERVICES AGREEMENT

This Agreement is between THE CITY OF HATTIESBURG MISSISSIPPI, hereinafter referred to as "SPONSOR", a corporation organized and existing under the laws of the State of Mississippi with its corporate address being 200 FORREST STREET, HATTIESBURG, MS 39401, and the University of Southern Mississippi, a governmental entity of the State of Mississippi, hereinafter referred to as "USM", for and on behalf of its School of Social Work with its address at 118 College Drive #5157, Hattiesburg, Mississippi 39406. SPONSOR and USM are collectively referred to as the "parties."

WHEREAS, SPONSOR desires to obtain certain, specific research services from USM.

WHEREAS, SPONSOR desires to support the proposed project entitled "City of Hattiesburg Youth Master Plan".

THEREFORE, this Agreement sets forth the terms of the performance and administration of work, and the parties agree as follows:

I. TERMS

- A. **Term of Contract.** This agreement shall not be effective unless and until both parties have executed this agreement. The effective date of this agreement shall be the date of last signature. The period of performance is from May 1, 2014 to September 30, 2014. The project period may be changed by mutual consent of the parties by written amendment to this agreement.
- B. **Scope of Work.** USM will perform the work as described Addendum A. Dr. Timothy Rehner, a USM faculty member, will supervise all work to be performed under the terms of this Agreement. In the event the USM faculty member is unable or unwilling to continue with this project, the parties will attempt to find a mutually acceptable substitute. In the event a mutually acceptable substitute is not found, the Agreement may be terminated in accordance with Article V.
- C. **Payment.** Both parties agree this is a fixed price agreement. SPONSOR shall pay to USM \$25,000 according to the following schedule:
 - Upon invoice following execution of this Agreement: **\$12,500**
 - Remaining payment schedule: **\$12,500 due on 9/30/2014**
 - Payment shall be sent to:

**Contracts and Grants Accounting
118 College Drive #5174
Hattiesburg, MS 39406-0001**
- D. **Publicity.** SPONSOR shall not use the names, logos, trademarks, or any other mark or image considered by USM to be identified with or protected by USM, or those of any of the institution's employees or former employees, or any adaptation thereof, in any advertising, promotional or sales literature without prior written consent being obtained from the USM University Counsel and the Vice President for Research, in each case, except that SPONSOR may state that SPONSOR has employed USM to perform services for the SPONSOR under this Agreement.

II. CONDITIONS

A. Availability of Funds. It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.

B. No USM Funding. It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the receipt by USM of funds or other mutually agreed upon consideration from SPONSOR to specifically perform the obligations set forth for USM under this agreement. No USM funds are obligated for payment or disbursement or envisioned as being encumbered under this agreement to any party at any time.

C. Representation Regarding Contingent Fees and Gratuities. SPONSOR represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, SPONSOR represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. Authority to Contract. SPONSOR warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) 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 (d) 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.

E. Disputes. The parties agree that any and all disputes between the parties to this agreement may, if mutually agreeable to both parties, be subjected to voluntary mediation and that such disputes are subject to final resolution if said voluntary mediation efforts result in a written resolution agreement executed by both parties.

F. Failure to Enforce. The failure by either party at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of either party to enforce the provision at any time in accordance with its terms.

G. Indemnification. SPONSOR and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities 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, attorneys' fees, arising out of or caused by SPONSOR and its' partners, principals, officers, agents, employees and representatives related to actions or inactions of SPONSOR, its partners, principals, officers, agents, employees and representatives. In USM's sole discretion, SPONSOR may be allowed to control the defense of any such claim, suit, etc., but in such an event, SPONSOR shall use legal counsel acceptable to USM. SPONSOR shall be solely responsible for all costs and/or expenses associated with such defense and USM shall be entitled to participate in said defense. SPONSOR shall not settle any claim, suits, etc., without USM's written concurrence, which concurrence USM shall not unreasonably withhold.

H. No Warranty. USM makes no representations or warranties, either express or implied, as to any matter including but not limited to the condition or quality of the Deliverables or their merchantability or fitness for a particular purpose. University will have no liability or responsibility for or regarding any claims, damages or losses arising out of the use by the Sponsor or by any

party acting on behalf of or under authorization from the Sponsor of the deliverables, or out of any use, sale or other disposition by the Sponsor or by any party acting on behalf of or under authorization from the Sponsor of any product or technique which is the subject of the Services or is created or modified based on the deliverables.

I. USM Responsibility. USM shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with USM to the degree and within the parameters permitted under §§11-46-1, et seq., Mississippi Code Annotated of 1972.

J. Attorneys' Fees and Expenses. SPONSOR agrees that in the event SPONSOR defaults in any obligations under this agreement that SPONSOR shall pay to USM all costs and expenses, including, but not limited to, attorneys' fees incurred by USM in enforcing this agreement.

K. Patents and Copyrights. SPONSOR covenants to save, defend, keep harmless, and indemnify the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorneys' fees, charges, and any other liability and exposure however caused for or on account of any copyright or patent infringement that may result from the activities related to this agreement and the actions/inactions thereunder by the parties that derive from submissions provided to USM by SPONSOR or from the use of publications which SPONSOR may otherwise request USM to utilize. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.

L. USM - Independent Contractor. USM shall at all times be regarded as and shall be legally considered an independent contractor and neither USM nor its employees shall, under any circumstances, be considered servants, agents or employees of SPONSOR, and SPONSOR shall at no time be legally responsible for any negligence or other wrongdoing by USM, its principals, officers, agents, employees or representatives. SPONSOR shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of USM or any of its principals, officers, agents, employees or representatives.

SPONSOR shall not provide to USM, its principals, officers, agents, employees or representatives any employee insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by SPONSOR to its employees. USM's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of SPONSOR. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between SPONSOR and USM. At no time shall USM be authorized to do so and at no time shall USM act as an agent for or of SPONSOR.

M. Equal Employment Opportunity. SPONSOR represents and understands that USM is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination. SPONSOR agrees that during the term of this agreement that SPONSOR will strictly adhere to this policy in its employment practices and the provision of its services.

N. Assignment Prohibition. SPONSOR agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

O. No Third Parties. There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall

be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

P. No Other Terms, Conditions, or Understandings. The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof and constitutes the full and complete Agreement in this matter by and between the parties hereto, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto. Should SPONSOR issue a purchase order to USM for work performed under this agreement, both parties agree that any purchase order terms preprinted or referenced on a website DO NOT APPLY to the work being performed under this agreement.

Q. Modifications to Agreement. This agreement may be modified only by a written amendment authorized by and executed by the parties. No oral statements of any person shall modify or otherwise affect the terms, conditions or specifications stated in this agreement.

R. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the addresses shown below. The parties agree to notify the other in writing of any change of address.

For SPONSOR:
The City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39401

For USM jointly at:
Marcia Landen
118 College Drive #5157
Hattiesburg, MS 39406-0001
AND
Dr. Timothy Rehner
118 College Drive #5114
Hattiesburg, MS 39406-0001

S. Ownership and Publication. SPONSOR shall own all interim and final reports delivered to SPONSOR under this agreement. SPONSOR hereby grants to USM the license to use all interim and final reports and data in publications and educational activities. Both SPONSOR and USM may formally release data or project results or publish results in academic or other media with proper attribution to the other party according to publication standards.

T. Confidential Information. "Confidential Information" means information consistent with the purpose stated in Addendum A which is disclosed in any tangible form and is clearly labeled or marked as confidential, proprietary or its equivalent, or information which is disclosed orally or visually, is designated confidential, proprietary or its equivalent at the time of its disclosure and is reduced to writing and clearly marked or labeled as confidential, proprietary or its equivalent within thirty days of disclosure. To the extent allowed by law, the party receiving Confidential Information shall restrict the use of the Confidential Information to the purpose set forth in Addendum A and shall safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. A party may make only the minimum number of copies of any Confidential Information required to carry out the purpose of this Agreement. All proprietary and copyright notices in the original must be affixed to copies or partial copies.

Neither party shall be obligated to maintain any information in confidence or refrain from use if:

- 1) The information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party;
- 2) The information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party;
- 3) The information is or becomes public knowledge without fault of the receiving party.
- 4) The information is or becomes available on an unrestricted basis to the receiving party from a source other than the disclosing party;
- 5) The information becomes available on an unrestricted basis to a third party from the disclosing party or from someone acting under its control; or
- 6) The information is publicly disclosed (i.e., not under adequate protective order) by the receiving party under an order of a court or government agency, provided that the receiving party provides prior written notification to the disclosing party of such obligation and the opportunity to oppose such order.
- 7) Ordered to release by a court of competent jurisdiction or otherwise required to release by law.
- 8) "Notwithstanding any provision to the contrary contained herein, it is recognized that University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §25-61-1, *et seq.*, as amended. If a public records request is made for any Information provided to University pursuant to this agreement, University shall promptly notify the disclosing Party of such request. The disclosing Party shall promptly institute appropriate legal proceedings to protect its Information. No Party to this agreement shall be liable to the other Party for disclosures of Information required by Court order or required by law."

U. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such an event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

V. Termination for Convenience. USM may, when the interests of USM so require, terminate this agreement in whole or in part for the convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than 60 days' notice prior to the effective date of the termination.

W. Termination for Cause. Either party may terminate this agreement upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

X. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its choice of laws and conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi. SPONSOR shall comply with applicable federal, state, and local laws and regulations.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Dr. Gordon Cannon
Vice President for Research

Date

SPONSOR

Johnny L. DuPree, Ph.D., Mayor
City of Hattiesburg, MS

Date

Scope of Work

- **Description of Project**

The City of Hattiesburg wants to create a Youth Master Plan to provide the services, supports, and opportunities that youth need to achieve healthy development from early childhood to early adulthood. By coordinating the existing activities, agencies, and youth voices in the community, long-term outcomes will be sustained.

- **Scope of Services**

In order to develop the Youth Master Plan, the City of Hattiesburg will partner with the University of Southern Mississippi School of Social Work. The University will address the following goals and objectives as set forth in the National League of Cities Action Kit:

Goal 1: Engage key stakeholders throughout the community

Objective 1: Form a core planning team consisting of representatives of schools, young people, parents, community agencies, and organizations.

Objective 2: Form sub-committees to address areas of need identified by needs assessment

Goal 2: Establish and promote a shared vision for youth

Objective 1: Develop vision statement with Mayor

Objective 2: Appoint youth to leadership roles and have youth engaged in every aspect of the planning process

Objective 3: Train youth and adult leaders to work together more effectively

Goal 3: Assess needs and design comprehensive strategies

Objective 1: Conduct community-wide needs assessment with youth and families

Objective 2: Conduct literature review on theories, activities, and programs that have been successful for youth

Objective 3: Conduct a youth community mapping project

Goal 4: Create a framework for shared accountability

Objective 1: Ensure all stakeholders in community have a voice in

developing the Youth Master Plan so they will be actively engaged in implementation.

Goal 5: Align youth-based efforts in the city, school, and other community agencies

Objective 1: Schedule and conduct planning meetings among mayor/city council, school board, school superintendent, and key community leaders to discuss the youth master plan and the status of the city's young people

Objective 2: Include school priorities as a focus in final youth master plan

3. Deliverables:

- Write vision statement (June)
- Identify youth leaders (June)
- Form community youth master plan core planning team---representatives of schools, young people, parents, community agencies, and organizations (June)
- Conduct youth community mapping (June/July)
- Conduct regular meetings with core planning team to establish benchmarks and actions for addressing those benchmarks (June-September)
- Form sub-committees representing goals established through survey and youth community mapping (August).
- Form research team to conduct program evaluation and develop database/repository for community youth data (July-September)
- Draft youth master plan to include: vision statement, summary of planning process, key findings on community strengths and unmet needs, major goals or targets, and a plan of action to achieve these goals (September)



City of Hattiesburg, MS

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

Master

File Number: 2014-1207

File ID: 2014-1207

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Funding of the CDBG and HOME Programs

Final Action: 07/08/2014

Minute Book Number: MB2014-196

Title:

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2014 City of Hattiesburg Action Plan in the amount of \$508,306 in Community Development Block Grant Program funds (CDBG) and \$235,869 in HOME Investment Partnership Program funds (HOME). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: CDBG & HOME Grant Agreements - partially executed, executed CDBG & HOME Grant Agreements - partially executed

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2014 City of Hattiesburg Action Plan in the amount of \$508,306 in Community Development Block Grant Program funds (CDBG) and \$235,869 in HOME Investment Partnership Program funds (HOME).{Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1207

Title

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2014 City of Hattiesburg Action Plan in the amount of \$508,306 in Community Development Block Grant Program funds (CDBG) and \$235,869 in HOME Investment Partnership Program funds (HOME). {Entitlement}

Summary

Funding of the CDBG and HOME Programs

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

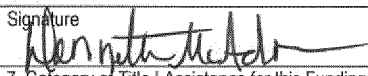
U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No.
2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Hattiesburg		3a. Grantee's 9-digit Tax ID Number: 64-6000432	3b. Grantee's DUNS Number: 07-944-8130	4. Date use of funds may begin (mm/dd/yyyy):
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39403-1898 HFO: 4GD Appropriation: 864/60162 EC1 UOG: 280602		5a. Project/Grant No. 1 B-14-MC-28-0006		6a. Amount Approved \$508,306
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta McAdoo		Grantee Name Johnny L. DuPree	
Title Acting Director, Community Planning & Development Division		Title Mayor	
Signature 	Date (mm/dd/yyyy) 06/18/2014	Signature	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 04/22/2014 9b. Date Grantee Notified (mm/dd/yyyy) 06/18/2014 9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2014	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
	11. Amount of Community Development Block Grant a. Funds Reserved for this Grantee \$508,306 b. Funds now being Approved c. Reservation to be Cancelled (11a minus 11b)		

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of the HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

**E. O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES**

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

ADDENDUM TO HUD – 7082

- In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database which was converted to the System for Award Management (SAM), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- The Grantee or a unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

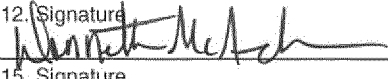
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address City of Hattiesburg P. O. Box 1828 Hattiesburg, MS 39403		2. Participant Number M14-MC280201	
		3. Tax Identification Number 64-6000432	4. DUNS Number 07-944-8130
		4. Appropriation Number 864-60205	5. FY (yyyy) 2014
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
7. Current Transaction (+ or -)			\$235,869
a. Formula Funds			\$235,869
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation (see #18 below)			\$
8. Revised Obligation			\$
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) 06/18/2014	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions*, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM) (SAM replaces CCR), and the Federal Funding Accountability and Transparency Act (FFATA), including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta McAdoo, Acting Director, Community Planning & Development Division	12. Signature 	13. Date 06/18/2014
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Johnny L. DuPree, Mayor	15. Signature	16. Date / /

17. Check one:

☒ Initial Agreement

☐ Amendment #

18. Funding Information: HOME
Source of Funds Appropriation Code PAS Code Amount
FY 2014 864/60205 14HMIF \$235,869
\$
\$

Funding Approval/Agreement

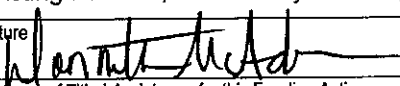
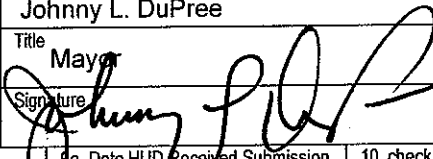
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No.
2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Hattiesburg	3a. Grantee's 9-digit Tax ID Number: 64-6000432	3b. Grantee's DUNS Number: 07-944-8130	4. Date use of funds may begin (mm/dd/yyyy):
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39403-1898 HFO: 4GD Appropriation: 864/60162 EC1 UOG: 280602	5a. Project/Grant No. 1 B-14-MC-28-0006	6a. Amount Approved \$508,306	
	5b. Project/Grant No. 2	6b. Amount Approved	
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Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta McAdoo	Grantee Name Johnny L. DuPree
Title Acting Director, Community Planning & Development Division	Title Mayor
Signature 	Signature 
Date (mm/dd/yyyy) 06/18/2014	Date (mm/dd/yyyy) 7/9/14
7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached
	9a. Date HUD Received Submission (mm/dd/yyyy) 04/22/2014 9b. Date Grantee Notified (mm/dd/yyyy) 06/18/2014 9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2014
	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
	11. Amount of Community Development Block Grant a. Funds Reserved for this Grantee \$508,306 b. Funds now being Approved c. Reservation to be Cancelled (11a minus 11b)

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By						

E. O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES

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ADDENDUM TO HUD – 7082

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Funding Approval and HOME Investment Partnerships Agreement

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Title II of the National Affordable Housing Act

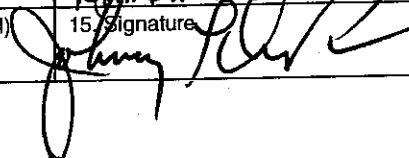
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The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address City of Hattiesburg P. O. Box 1828 Hattiesburg, MS 39403		2. Participant Number M14-MC280201		3. Tax Identification Number 64-6000432		4. DUNS Number 07-944-8130	
		4. Appropriation Number 864-60205		5. FY (yyyy) 2014			
6. Previous Obligation (Enter "0" for initial FY allocation)						\$0.00	
a. Formula Funds						\$	
b. Community Housing Development Org. (CHDO) Competitive						\$	
7. Current Transaction (+ or -)						\$235,869	
a. Formula Funds						\$235,869	
1. CHDO (For deobligations only)						\$	
2. Non- CHDO (For deobligations only)						\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)						\$	
8. Revised Obligation						\$	
a. Formula Funds						\$	
b. CHDO Competitive Reallocation						\$	
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached				10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) 06/18/2014			

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions*, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM) (SAM replaces CCR), and the Federal Funding Accountability and Transparency Act (FFATA), including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta McAdoo, Acting Director, Community Planning & Development Division		12. Signature 		13. Date 06/18/2014	
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Johnny L. DuPree, Mayor		15. Signature 		16. Date 7/7/14	

17. Check one:

☒ Initial Agreement

☐ Amendment #

18. Funding Information: HOME

Source of Funds	Appropriation Code	PAS Code	Amount
FY 2014	864/60205	14HMIF	\$235,869
			\$
			\$



City of Hattiesburg, MS

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

Master

File Number: 2014-1216

File ID: 2014-1216

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2014

Brief Title: Service Weapon

Final Action: 07/08/2014

Minute Book Number: MB2014-196

Title:

Adopt an order to approve the sale of a personal service weapon to retiring Police Sergeant Bryan Morse pursuant to Mississippi Code Annotated 45-9-131

Notes:

Sponsors:

Enactment Date:

Attachments: Service Weapon-Bryan Morse

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt an order to approve the sale of a personal service weapon to retiring Police Sergeant Bryan Morse pursuant to Mississippi Code Annotated 45-9-131							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1216

Title

Adopt an order to approve the sale of a personal service weapon to retiring Police Sergeant

Bryan Morse pursuant to Mississippi Code Annotated 45-9-131

Summary

Adopt an order to approve the sale of personal service weapon Glock Model 22 Serial Number MUY479 40 cal to retiring Sergeant Bryan Morse



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

To: Mayor Johnny L. DuPree and City Council

From: Frazier Bolton, Chief of Police

Date: July 1, 2014

Re: **Purchase of Service Weapons**

Sergeant Bryan Morse retired from the Hattiesburg Police Department effective June 20, 2014. I am requesting that the Hattiesburg Police Department Benefit Fund is allowed to purchase his service weapon per MS Code 45-9-131, which allows a member of any law enforcement agency who retires under any state retirement system to purchase as his personal property one (1) side arm which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality shall determine the amount to be paid for the firearm for the retiring member of the law enforcement agency.

The Training Director was tasked with acquiring a "trade in" value of the weapon to be purchased. The trade in value is considered to be \$200.00-\$250.00. I respectfully request the purchase amount for the weapons to be \$100.00 for the Hattiesburg Police Department Benefit Fund. The following is a description of the weapon to be purchased.

Sergeant Bryan Morse Glock 22, 40 caliber, serial number MUY479, City ID 17221

Thank you for your attention to this matter. If there is additional information that is needed, please let me know.

(601) 544-7900

POLICE DEPARTMENT

FAX (601) 545-4952

#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401

CRIME STOPPERS

(601) 582-STOP (582-7867)

CELLULAR ★ C.S.



City of Hattiesburg, MS

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

Master

File Number: 2014-1219

File ID: 2014-1219

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2014

Brief Title: Hattiesburg Housing Authority Plan

Final Action:

Minute Book Number: MB2014-197

Title:

Acknowledge receipt of the Five-Year Plan for Fiscal Years 2014-2018 and Annual Plan for 2014 for the Hattiesburg Housing Authority, on file with the City Clerk.

Notes:

Sponsors:

Enactment Date:

Attachments: PHA Plan

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Acknowledge receipt of the Five-Year Plan for Fiscal Years 2014-2018 and Annual Plan for 2014 for the Hattiesburg Housing Authority, on file with the City 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							
TEL-No Vote: 0							

Text of Legislative File 2014-1219

Title

Acknowledge receipt of the Five-Year Plan for Fiscal Years 2014-2018 and Annual Plan for 2014 for

the Hattiesburg Housing Authority, on file with the City Clerk.

Summary

Hattiesburg Housing Authority Plan

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PHA Plans

Streamlined 5-Year/Annual Version

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB No. 2577-
0226
(exp 05/31/2006)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined 5-Year Plan for Fiscal Years 2014 - 2018

Streamlined Annual Plan for Fiscal Year 2014

HATTIESBURG HOUSING AUTHORITY

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Annual PHA Plan
PHA Fiscal Year 2014
[24 CFR Part 903.12(b)]

Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

Attachment "A" MS001A01

Civil Rights Certifications (included with PHA Certifications of Compliance) and Significant Amendment

Attachment "B" MS001B01

Violence Against Women Act

Attachment "C" MS001C01

Resident Advisory Board and Comments

Attachment "D" MS001D01

Capital Fund Program Original Annual Statement FY2014

Attachment "E" MS001E01

P&E Statements for CFP FY 2013

Attachment "F" MS001F01

P&E Statements for CFP FY 2012

Attachment "G" MS001G01

CFP Five Year Action Plan

Attachment "H" MS001H01

Certifications

MS001V01

PHA 5 Year and Annual Plan

**PHA 5-Year and
Annual Plan**U.S. Department of Housing and Urban
Development
Office of Public and Indian HousingOMB No. 2577-0226
Expires 4/30/2011

1.0	PHA Information PHA Name: <u>Hattiesburg Housing Authority</u> PHA Code: <u>MS26P001</u> PHA Type: ☐ Small ☐ High Performing ☒ Standard ☐ HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>10/2014</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>296</u> Number of HCV units: _____				
3.0	Submission Type ☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only				
4.0	PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.				

5.2

Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Expand the supply of assisted housing

Objectives:

☐ Apply for additional rental vouchers:

☒ Reduce public housing vacancies:

☒ Leverage private or other public funds to create additional housing opportunities: The PHA will participate in Tax Credit Program to improve physical conditions of public housing units.

☒ Acquire or build units or developments The PHA will in the future secure funding to build affordable homes and replace existing public housing units.

☐ Other (list below)

☒ PHA Goal: Improve the quality of assisted housing

Objectives:

☒ Improve public housing management: Improve from Standard to High Performer

☐ Improve voucher management: (SEMAP score)

☐ Increase customer satisfaction:

☐ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

☒ Renovate or modernize public housing units:

With the use of Capital Fund Program funds, the PHA will continue ongoing efforts to improve the livability, security, energy efficiency and preserve the physical integrity of the structures.

☒ Demolish or dispose of obsolete public housing:

☒ Provide replacement public housing:

☐ Provide replacement vouchers:

☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices

Objectives:

☐ Provide voucher mobility counseling:

☐ Conduct outreach efforts to potential voucher landlords

☐ Increase voucher payment standards

☐ Implement voucher homeownership program:

☐ Implement public housing or other homeownership programs:

☐ Implement public housing site-based waiting lists: to comply with Asset Management Program

☐ Convert public housing to vouchers:

☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment

Objectives:

☐ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:

☐ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

☒ Implement public housing security improvements: It is the goal of the Hattiesburg Housing Authority to have all developments relatively free of drugs and criminal activity through the enhanced partnership with The Neighborhood Enhancement Team (NET) of the Hattiesburg Police Department; maintaining a police sub-station at Robertson Place, having Housing Authority representation on Crimestoppers Board, contracting with HPD for additional security, conducting criminal background checks on all applicants and strict lease enforcement.

☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

☐ Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

☒ Increase the number and percentage of employed persons in assisted families:

The HHA in conjunction with Miss. State Employment Services will seek to host job fairs (employability training, interviewing skills, job applications) for our residents. Additionally, the HHA will have Pearl River Jr. College, Antionelle College and the City of Hattiesburg to attend monthly residents meeting to discuss employability and job vacancies.

☐ Provide or attract supportive services to improve assistance recipients' employability:

☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.

☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

The PHA will continue to undertake affirmative equal access for all applicants which is reinforced in Section 5. Paragraph A. of the Admission and Continued Occupancy Plan.

☐ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

The PHA currently has 13 units which have been modified in accordance with handicapped accessibility requirements. Currently 11 of these units are occupied with disabled residents. The PHA will monitor the waiting list status for these handicapped units to assure demands for handicapped units are satisfied. If during the 5 year period a determination is made that the 13 existing units are inadequate to satisfy the need, the PHA will modify additional units utilizing Capital Fund Program funds.

6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: NONE Resident Advisory Board Recommendations a. ☐ Yes ☒ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s? If yes, provide the comments below: b. In what manner did the PHA address those comments? (select all that apply) ☐ Considered comments, but determined that no changes to the PHA Plan were necessary. ☐ The PHA changed portions of the PHA Plan in response to comments List changes below: ☒ Other: (list below) The PHA held its regular quarterly Resident Advisory Board meeting at which time the Annual Plan was presented. RAC members were informed of the Public Hearing and encouraged to attend. The Public Hearing was held on Tuesday, June 24, 2014 at Noon. There were no comments or challenged elements regarding the annual and five year plan. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Hattiesburg Housing Authority 515 E. Fourth Street Hattiesburg, MS 39401
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable. The Hattiesburg Housing Authority submitted a RAD application in December, 2013. HUD had already accomplished its RAD approval capacity. The Hattiesburg RAD application is on hold awaiting expanded HUD capacity to approve RAD units.
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	Capital Fund Financing Program (CFFP). ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.
9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.

Additional Information. Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

1. The Hattiesburg Housing Authority's goal is to improve the PHA score from a "standard" to "high performer" within two years.
2. The Hattiesburg Housing Authority goal is to adopt a Plan for the Redevelopment of 120 apartment units at Briarfield Homes and 120 apartment units at Robertson Place. These 240 units are more than 70 years old and are not competitive with private market rentals.
3. The Hattiesburg Housing Authority goal is to establish and maintain a security program which will result in all developments relatively free of drugs and criminal activity. This critical goal will be accomplished through the enhanced partnership with the Neighborhood Enhancement Team of the Hattiesburg Police Department. The NET Team, operating out of a sub-station located at one of our sites, is currently staffed with 7 sworn police officers, however will be increased to 16 sworn police officers. Additionally, the Hattiesburg Housing Authority will be represented on Crimestoppers Board of Directors which will increase the reporting of crimes; will contract with HPD for additional coverage during peak times and to dilute "hot spots"; will conduct criminal background checks on all applicants and committed to strict enforcement of our lease.
4. The Hattiesburg PHA provides supportive service to improve residents employability by assisting employed residents with daycare for young children. Additionally, the PHA arranged for a bus stop on site to assist residents in transportation to employment sites. Eighty-two percent of our residents are female heads of households. Our residents population includes 256 children (under the age of 18) with an average age of 6. The result is, female heads of household with young children experience numerous barriers to employment. The HHA sponsors onsite registration with PACE Headstart, referrals to South Mississippi Planning and Development District for subsidized child care services, contributes to an after school program (Aldergate Mission) for the youth at Briarfield Homes, contributes to an after school program as Bridges after school tutoring program at the Hope Drive location, coordinates with the City of Hattiesburg for public transportation and have representatives of Hattiesburg Public Schools attend our residents meetings to update residents of services available to families with children attending public schools. The PHA is meeting this goal to continue these services annually.
5. The PHA established the goal to continue the policy to assure affirmative equal access for all applicants. The PHA is meeting this goal.
6. The PHA established the goal to modify additional apartments for the handicapped if the existing 13 handicapped apartments do not satisfy the need. Currently 12 of these units are occupied with handicapped residents; therefore, the need is being met. The PHA will monitor this situation closely or future changes.
7. The PHA continues to inspect all housing units annually.
8. The PHA continues to counsel with residents on homeownership and pledged our support if they choose to pursue homeownership.

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

A. Substantial Deviation from the 5-year Plan:

Authority does recognize the need for public notification for items contained within the 5-Year and Annual Plans. This authority shall make proper for any Substantial Deviations from these plans as required under law. The exception to this definition is if the change has been made to meet compliance with The U.S. Department of Housing and Urban Development requirements. Substantial deviation or Significant amendment or shall mean those of the mission statement, goals and objective, capital fund program or changes in significant expenditures. And changes in requirement for administration of Public Housing requiring public comment and/or public hearing.

B. Significant Amendment or Modification to the Annual Plan

A Significant Amendment or Modification to the Annual Plan shall be construed to mean the following:

- Additions of non-emergency work items not currently included in the Annual Statement or the 5-Year Action Plan or changes in use of replacement reserve funds under the Capitol Fund; The Hattiesburg Housing Authority Board of Commissioner has adopted a resolution to further its goal for future development/redevelopment of housing units for low-income families in the Hattiesburg area. Our Five Year Action Plan represents potential base-line funding over a five year period for demolition, relocation, acquisition, legal and pre-development activities. Use of accumulated "operating reserves" will be managed to support these purposes in compliance with HUD PIH requirements. To the extent possible HHA shall seek to contribute \$360,000 in non-CFP funds toward development which sources may include certain operating funds, grants, and other unrestricted assets.
- Any changes with regard to demolition or disposition, designation, homeownership programs or conversion activities. These issues, if required, shall be raised with proper public notification. The Housing Authority acknowledges that an exception will be made by HUD to comply with the above changes that are adopted to reflect changes in HUD regulatory requirements; such changes will not be considered significant amendments by HUD.

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11.0	Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Summary of Policy or Program Changes for the Upcoming Year

The Housing Authority will adopt policies and procedures to update its Flat Rent Schedule and Admission Continued Occupancy Policy.

The Housing Authority is updating Utility Allowances and Flat Rents effective October 1, 2014.

ATTACHMENT "A"

Civil Rights Certifications

[24 CFR Part 903.12 (b), 903.7 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations. It is the policy of the Housing Authority to comply with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The Housing Authority will comply with all laws relating to Civil Rights, including: Title VI and VIII of the Civil Rights Act, Executive Order 11063, Section 504, Age Discrimination Act and American With Disabilities Act.

To further our commitment to fully comply with applicable Civil Rights laws, the Housing Authority will provide Federal/State/Local information to public housing residents regarding "discrimination" and any recourse available to them during resident orientation session, resident meetings and reexaminations.

Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

A. Substantial Deviation from the 5-year Plan:

The Housing Authority does recognize the need for public notification for items contained within the 5-Year and Annual Plans. This authority shall make proper notification for any Substantial Deviations from these plans as required under law. The exception to this definition is if the change has been made to meet regulatory compliance with The U.S. Department of Housing and Urban Development requirements. Substantial deviation or Significant amendment or Modification shall mean those of the mission statement, goals and objective, capital fund program or changes in significant expenditures. And changes in statutory requirement for administration of Public Housing requiring public comment and/or public hearing.

B. Significant Amendment or Modification to the Annual Plan

A Significant Amendment or Modification to the Annual Plan shall be construed to mean the following:

- Changes to rent or admissions policies or organization of the waiting list;

- Additions of non-emergency work items not currently included in the Annual Statement or the 5-Year Action Plan or changes in use of replacement reserve funds under the Capitol Fund;
- Any changes with regard to demolition or disposition, designation, homeownership programs or conversion activities.

These issues, if required, shall be raised with proper public notification. The Housing Authority acknowledges that an exception will be made by HUD to comply with the above changes that are adopted to reflect changes in HUD regulatory requirements: such changes will not be considered significant amendments by HUD.

ATTACHMENT "B"

Hattiesburg Housing Authority (HHA)

Violence Against Women Act (VAWA) Policy

Adopted Date:

Effective Date:

I. Purpose and Applicability

The purpose of this Policy is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth HHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HHA of all federally subsidized public housing. Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by HHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between HHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by HHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by HHA.

III. Other HHA Policies and Procedures

This Policy shall be referenced in and attached to HHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of HHA's Admissions and

Continued Occupancy Policy. HHA's annual public housing agency plan shall also contain information concerning HHA's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of HHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance*. HHA will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections*. Under VAWA, public housing residents have the following specific protections, which will be observed by HHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by HHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of HHA to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, HHA may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to other tenants.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority

of HHA to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or HHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HHA as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the resident or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HHA. Leases used for all public housing operated by HHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. *Requirement for Verification.* The law allows, but does not require, HHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., HHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to HHA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to HHA documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse,

described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to HHA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by HHA, to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of HHA, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to HHA in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All residents of public housing administered by HHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Court Orders/Family Break-up

A. *Court orders.* It is HHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HHA. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other HHA policies regarding family break-up are contained in HHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP).

X. Relationships with Service Providers

It is the policy of HHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If HHA staff become aware that an individual assisted by HHA is a victim of domestic violence, dating violence or stalking, HHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring HHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. HHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which HHA has referral or other cooperative relationships.

XI. Notification

HHA shall provide written notification to applicants, tenants, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIII. Amendment

This policy may be amended from time to time by HHA as approved by the HHA Board of Commissioners.

HATTIESBURG HOUSING AUTHORITY
2014 RESIDENT ADVISORY COUNCIL

(UPDATED February 1, 2014)

Hope Drive

(1st Thursday each month, 5 p.m.)

101 Hope Drive-Hattiesburg, MS-office phone (601) 296-7956

Position	Name	Site	Mailing Address	Phone #	
President	Marie Hibbler	Hope Drive	109 Hope Drive	(601) 268-0980	
Vice President	Beverly Watts	Hope Drive	124 Hope Drive	(601)-255-5065	
Secretary	Cassandra Martin	Hope Drive	112 Hope Drive	(601)307-0692	

Briarfield Homes

(2nd Thursday each month, 6 p.m.)

208 Gordon Street-Hattiesburg, MS 39401-office phone (601) 583-1881

Position	Name	Site	Mailing Address	Phone #	
President	Alberta Harris	Briarfield	M-75 Briarfield Homes	(601)329-3169	
Vice President	Bobby Willis	Briarfield	G-37 Briarfield Homes	(601)584-7065	
Secretary	Onyay Felts	Briarfield	P-93 Briarfield Homes	(601)325-8313	

Robertson Place

(3rd Thursday each month, 5 p.m.)

805 Charles Street-Hattiesburg, MS 39401-office phone (601) 582-9955

Position	Name	Site	Mailing Address	Phone #	
President	Rose Smith	Robertson Place.	810 Woodland Court	(601) 544-2683	
Vice President	Leon Buckley	Robertson Place	M-73 Robertson Place	(601)307-3379	
Secretary	Shirley Mikell	Robertson Place	811 Woodland Court	(601)544-2928	

RESIDENT ADVISORY COUNCIL

Position	Name	Site	Mailing Address	Phone #	
President	Leon Buckley	Robertson Place	M-73 Robertson Place	(601) 307-3379	
Vice President	Bobby Willis	Briarfield Homes	G-37 Briarfield Homes	(601)584-7065	
Secretary	Cassandra Martin	Hope Drive	112 Hope Drive	(601) 307-0692	

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 8/31/2011

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: MS26P001501-14 Replacement Housing Factor Grant No: Date of CFFP: N/A		FFY of Grant: 2014 FFY of Grant Approval:	
PHA Name: HATTIESBURG HOUSING AUTHORITY					
☒ Original Annual Statement ☐ Performance and Evaluation Report for Period Ending:					
☐ Reserve for Disasters/Emergencies ☐ Final Performance and Evaluation Report		☐ Revised Annual Statement (revision no:) ☐ Final Performance and Evaluation Report			
Type of Grant	Summary by Development Account	Original	Total Estimated Cost Revised²	Obligated	Total Actual Cost¹ Expended
1	Total non-CFFP Funds		\$0.00		
2	1406 Operations (may not exceed 20% of line 21) ³		\$65,799.00		
3	1408 Management Improvements		\$0.00		
4	1410 Administration (may not exceed 10% of line 21)		\$32,899.00		
5	1411 Audit		\$0.00		
6	1415 Liquidated Damages		\$0.00		
7	1430 Fees and Costs		\$30,000.00		
8	1440 Site Acquisition		\$0.00		
9	1450 Site Improvement		\$50,000.00		
10	1460 Dwelling Structures		\$142,796.00		
11	1465.1 Dwelling Equipment—Nonexpendable		\$2,500.00		
12	1470 Non-dwelling Structures		\$3,000.00		
13	1475 Non-dwelling Equipment		\$2,000.00		
14	1485 Demolition		\$0.00		
15	1492 Moving to Work Demonstration		\$0.00		
16	1495.1 Relocation Costs		\$0.00		
17	1499 Development Activities ⁴		\$0.00		
18a	1501 Collateralization or Debt Service paid by the PHA		\$0.00		
18ba	9000 Collateralization or Debt Service paid Via System of Direct		\$0.00		
19	1502 Contingency (may not exceed 8% of line 20)		\$0.00		
20	Amount of Annual Grant: (sum of lines 2 - 19)		\$328,994.00		
21	Amount of line 20 Related to LBP Activities		\$0.00		
22	Amount of line 20 Related to Section 504 Activities		\$0.00		
23	Amount of line 20 Related to Security - Soft Costs		\$0.00		
24	Amount of line 20 Related to Security - Hard Costs		\$0.00		
25	Amount of line 20 Related to Energy Conservation Measures		\$0.00		
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFFP Grants for operations.
⁴ RHF funds shall be included here.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 8/31/2011

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 8/31/2011

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 8/31/2011

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: MS26P001501-13 Replacement Housing Factor Grant No: Date of CFP: N/A		FFY of Grant: 2013 FFY of Grant Approval:	
PHA Name: HATTIESBURG HOUSING AUTHORITY					
☐ Original Annual Statement ☒ Performance and Evaluation Report for Period Ending: 3-31-14					
☐ Revised Annual Statement (revision no:) ☐ Final Performance and Evaluation Report					
Type of Grant	Summary by Development Account	Original	Total Estimated Cost Revised¹	Obligated	Total Actual Cost¹ Expended 3-31-14
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ²	69,615.00			
3	1408 Management Improvements	70,000.00			
4	1410 Administration (may not exceed 10% of line 21)	34,808.00		34,808.00	-0-
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition	32,500.00		30,000.00	-0-
9	1450 Site Improvement	78,325.00		4,464.85	4,464.85
10	1460 Dwelling Structures	58,829.00			
11	1465.1 Dwelling Equipment—Nonexpendable	4,000.00			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	348,077.00		69,272.85	4,464.85
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	70,000.00			-0-
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 8/31/2011

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 8/31/2011

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: MS26P001501-12 Replacement Housing Factor Grant No: Date of CFFP: N/A		FFY of Grant: 2012 FFY of Grant Approval:	
PHA Name: HATTIESBURG HOUSING AUTHORITY					
Type of Grant ☐ Original Annual Statement ☒ Performance and Evaluation Report for Period Ending: 3-31-2014		☐ Reserve for Disasters/Emergencies		☐ Revised Annual Statement (revision no:) ☐ Final Performance and Evaluation Report	
Line	Summary by Development Account	Original	Total Estimated Cost Revised¹	Obligated	Total Actual Cost¹ Expended 3-31-14
1	Total non-CFFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ²	71,522.00			71,522.00
3	1408 Management Improvements	14,816.00			14,816.00
4	1410 Administration (may not exceed 10% of line 21)	35,761.00			8,940.25
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	115,431.95			85,999.69
8	1440 Site Acquisition				
9	1450 Site Improvement	36,000.00			36,000.00
10	1460 Dwelling Structures	66,609.55			66,609.55
11	1465.1 Dwelling Equipment—Nonexpendable	8,629.50			8,629.50
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	8,842.00			8,842.00
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary		FFY of Grant: 2012	
PHA Name: HATTIESBURG	Grant Type and Number Capital Fund Program Grant No. MS26P001501-12 Replacement Housing Factor Grant No. Date of CFFP: N/A	FFY of Grant Approval:	
Type of Grant ☐ Original Annual Statement ☒ Performance and Evaluation Report for Period Ending: 3-31-2014		☐ Revised Annual Statement (revision no:) ☐ Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹
		Original	Obligated
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	357,612.00	301,358.99
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs	14,816.00	14,816.00
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHP funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages			Federal FFY of Grant: 2012					
PHA Name: HATTIESBURG		Grant Type and Number Capital Fund Program Grant No: MS26P001501-12 CFFP (Yes/ No): NO Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
	Operations	1406		71,522.00		71,522.00	71,522.00	
	Security Contract	1408		14,816.00		14,816.00	14,816.00	
	Administration	1410		35,761.00		35,761.00	8,940.25	
	Mod Coordinator	1430		70,182.26		68,932.26	39,500.00	
	Inspections, Testing, Surveys	1430		2,442.40		3,692.40	3,692.40	
	Mixed-Finance Development Consultant	1430		42,807.29		42,807.29	42,807.29	
	Erosion Control, Sod, Trim Trees, Grass	1450		36,000.00		36,000.00	36,000.00	
	Indefinite Quantity Contracts:							
	Non Routine Vacancies, Painting, Etc.	1460	40	40,235.89		40,235.89	40,235.89	
	Cleaning Vacancy Preparation	1460	40	26,373.66		26,373.66	26,373.66	
	Chronic Pest Control	1460				-0-	-0-	
	Heaters/Water Heaters	1460	5					
	Stoves	1465.1	N/A	2,089.50		2,089.50	2,089.50	
	Refrigerators	1465.1	15	6,540.00		6,540.00	6,540.00	
	Non-Dwelling Equipment	1475		8,842.00		8,842.00	8,842.00	
	Grand Total			357,612.00		357,612.00	301,358.99	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9f of the U.S. Housing Act of 1937, as amended.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary					
PHA Name/Number	Hattiesburg Housing Authority	Locality (City/County & State) Hattiesburg, Forrest, MS		☒ Original 5-Year Plan ☐ Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY 2014	Work Statement for Year 2 FFY 2015	Work Statement for Year 3 FFY 2016	Work Statement for Year 4 FFY 2017
B.	Physical Improvements Subtotal		163,612	40,000	185,000
C.	Management Improvements		24,000		
D.	PHA-Wide Non-dwelling Structures and Equipment		25,000		
E.	Administration			10,000	
F.	Other		115,000	282,612	162,612
G.	Operations				
H.	Demolition				
I.	Development		30,000	25,000	
J.	Capital Fund Financing - Debt Service				
K.	Total CFP Funds		357,612	357,612	357,612
L.	Total Non-CFP Funds				
M.	Grand Total		357,612	357,612	357,612

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011

[illegible]

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2001

Page 3 of 6

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2001

form HUD-50075.2 (4/2008)

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2001**

form HUD-50075.2 (4/2008)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011

Page 6 of 6

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Hattiesburg Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Agency Plan

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

MS001 - Hope Drive, Briarfield Homes and Robertson Place

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Milan A. Hoze

Title

Executive Director

Signature

Date

X

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Hattiesburg Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Agency Plan

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 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 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 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 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 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Milan A. Hoze

Title

Executive Director

Signature

Date (mm/dd/yyyy)

**PHA Certifications of Compliance
with PHA Plans and Related
Regulations**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 10/01/2014, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Hattiesburg

MS001

PHA Name

PHA Number/HA Code

☒ 5-Year PHA Plan for Fiscal Years 20⁰¹⁴ - 20⁰¹⁸

☒ Annual PHA Plan for Fiscal Years 20¹⁴ - 20¹⁵

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Willie Clark	Chairperson
Signature	Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: Hattiesburg Housing Authority P. O. Box 832 Hattiesburg, MS 39403 Congressional District, if known: 5th		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: Department of Housing and Urban Development	7. Federal Program Name/Description: N/A CFDA Number, if applicable: N/A	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: Milan A. Hoze Title: Executive Director Telephone No.: (601) 583-1881 Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: Hattiesburg Housing Authority Page of

NONE

**Certification by State or Local Official of PHA Plans Consistency with
the Consolidated Plan**

I, Johnny L. DuPree the Mayor, City of Hattiesburg certify
that the Five Year and Annual PHA Plan of the Hattiesburg Housing Authority is
consistent with the Consolidated Plan of Hattiesburg, Mississippi prepared
pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Hattiesburg Housing Authority

MS26P001

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Willie Clark
Title	Chairman
Signature	Date



City of Hattiesburg, MS

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

Master

File Number: 2014-1232

File ID: 2014-1232

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2014

Brief Title: Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for Groundworx, LLC lawsuit.

Final Action: 07/08/2014

Minute Book Number: MB2014-197

Title:

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.

Notes:

Sponsors:

Enactment Date:

Attachments: Engagement Letter - City of Hattiesburg - Groundworx Litigation (01855930), executed
Engagement Letter - City of Hattiesburg - Groundworx Litigation (01855930)

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/08/2014					
1	City Council	07/08/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1232

Title

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.

Summary

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for Groundworx, LLC lawsuit.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Lawrence E. Allison, Jr.

E-mail: llallison@brunini.com
Direct: 601.960.6844

The Pinnacle Building, Suite 100
190 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601.948.3101

Post Office Drawer 119
Jackson, Mississippi 39205

Facsimile: 601.960.6902

July 8, 2014

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Re: *Groundworx, LLC vs. City of Hattiesburg, Mississippi* - Chancery Court of
Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO

Dear Mayor DuPree:

We appreciate having been selected to represent the City of Hattiesburg in connection with the litigation referenced above. This engagement letter will confirm our discussions with you, the City Attorney, and other representatives of the City concerning our engagement, and will briefly outline the terms of our engagement in this matter. In that connection, this letter is not intended to alter the terms of our engagement in any other matter in which we have been retained to represent the City.

Our client in this matter is the City. We have not been engaged to represent the Mayor, any member of the City Council, or any employee or other representative of the City. Joseph Sclafani and I will have primary responsibility for representation of the City in this matter, and we will utilize other firm lawyers and legal assistants as we believe appropriate in the circumstances. John Milner will provide assistance, and will continue to provide any needed coordination among the various matters for which we have been engaged to represent the City, particularly including any coordination that may be needed between this matter and other matters for which we have been engaged to represent the City. This will also confirm that we have discussed with appropriate representatives of the City our assumption that Walter Weems, and perhaps John Milner, may be called by Groundworx as witnesses to provide evidence in this matter concerning negotiations pertaining to the contract executed by Groundworx and the City, which contract is the subject matter of this matter.

We will provide legal counsel to the City in this matter in accordance with the terms of engagement outlined in this letter and in reliance upon information and guidance provided to us by the City Council and its representatives, and by you and other City officials. To enable us to represent the City effectively, the City agrees to cooperate fully with us in all matters relating to this case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise reasonably request. The City will also make appropriate

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 2

representatives reasonably available to attend meetings, conferences, hearings and other proceedings when requested.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any member or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by the City as a promise or guarantee.

Our fees will be based primarily on the amount of time spent on behalf of the City. Each lawyer and legal assistant will be billed at a rate based generally on experience and special knowledge. The rate multiplied by the time expended, measured in quarters of an hour, will be the initial basis for determining the fee. Our hourly rates charged in this matter will be consistent with rates charged in other matters for which we have been engaged to represent the City. Our billing rates are adjusted from time to time, and our statements will reflect the hourly rates in effect when the services are rendered.

We typically incur costs in connection with legal representation. In addition to fees for services rendered, the City agrees to pay the expenses we incur in representing it in this matter. Expenses such as travel expenses, parking, filing fees, court reporter fees, charges for transcripts, and fees and expenses of accountants or other experts or consultants retained on behalf of the City with its consent, generally will be billed at our actual costs. Expenses such as in-house copying, on-line computerized research, long distance telephone charges, mileage, additional personnel retained on a contract basis to assist in the matter, staff overtime required to meet short deadlines, and messenger services will be charged at rates that we establish. Those rates may be based upon a number of factors, including our direct and indirect costs (which, because of our arrangements with our vendors, may not be allocable directly to specific matters), administrative costs, and overhead. For significant expenditures, such as expert fees and expenses, large copying projects, or significant court reporting fees or transcript charges, we may forward statements to the City for payment direct by it to the vendor. The City also agrees to pay the charges for copying documents for retention in our files.

Unless otherwise directed, we understand that our statements for services rendered and expenses incurred on behalf of the City will be paid by the City and should be addressed to the City and submitted to you at the address set forth above. Statements will normally be submitted monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than sixty days, we may suspend performing services for the City until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to charge interest at the rate of eight percent (8%)

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 3

per annum (or the maximum rate allowed by Mississippi law if lower) on any unpaid amounts sixty or more days past due.

The fees and costs to be incurred by the City are not predictable. Accordingly, we have made no representation or commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed or in the future may discuss represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

The City acknowledges that our firm is a relatively large law firm that represents many other companies and individuals. Thus, during the time in which we are representing the City, we may also represent other present or future clients in disputes or transactions that are adverse to the City and that are unrelated to our firm's representation of the City. For example such disputes and transactions may involve present or future clients such as Telepak Networks, Inc., Cellular South, Inc., Cellular South Real Estate, Inc., and others. Therefore, the City has agreed that our representation of the City in this matter will not disqualify our firm from opposing the City in other matters, including litigation, that are unrelated to the subject matter of this representation, and the City has consented to any conflict of interests with respect to those representations. We agree, however, not to use any proprietary or other confidential information of a non-public nature concerning the City that we acquire as a result of our representation of the City to its material disadvantage in connection with any litigation or other matter in which we are opposed to the City.

Either the City or our firm may terminate this engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct and to any rule of court that may require us to obtain the permission of the court to withdraw as counsel of record to the City. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the City in this matter pending its engagement of successor counsel. The termination of the engagement will not affect the City's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred after the termination in connection with an orderly transition of the matter. If such termination occurs, the papers and property of the City will be returned to it promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by us. Our files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of our lawyers.

Unless previously terminated, our representation of the City in this matter will terminate upon our sending the City our final statement for services rendered and expenses incurred on its

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 4

behalf in this matter. Following such termination, any otherwise non-public information that the City has provided to us and that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned to it promptly upon receipt of payment of our outstanding fees and costs. Our own files will be retained by the firm. All documents retained by the firm will be transferred to the person(s) responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expense, we reserve the right to destroy or otherwise dispose of any such files, documents or other materials that are retained by us within a reasonable time after the termination of the engagement.

Again, we appreciate having been selected to represent the City in this matter. Please review this letter carefully and have it reviewed by the City Council. If you or the City Council has any questions about the matters discussed in this letter, please do not hesitate to contact me to discuss them. However if the terms of engagement set forth in the letter are satisfactory to you and to the City Council, please have the letter signed below by an appropriate representative of the City to reflect the City's approval of, and agreement to, the terms of engagement and return a signed copy to me for our files.

Sincerely,

Brunini, Grantham, Grower & Hewes, PLLC



Lawrence E. Allison, Jr.

APPROVED AND AGREED:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

(Printed Name): _____

Title: _____

Date: _____



Lawrence E. Allison, Jr.

E-mail: lallison@brunini.com
Direct: 601.960.6844

The Pinnacle Building, Suite 100
190 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601.948.3101

Post Office Drawer 119
Jackson, Mississippi 39205
Facsimile: 601.960.6902

July 8, 2014

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Re: *Groundworx, LLC vs. City of Hattiesburg, Mississippi* - Chancery Court of
Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO

Dear Mayor DuPree:

We appreciate having been selected to represent the City of Hattiesburg in connection with the litigation referenced above. This engagement letter will confirm our discussions with you, the City Attorney, and other representatives of the City concerning our engagement, and will briefly outline the terms of our engagement in this matter. In that connection, this letter is not intended to alter the terms of our engagement in any other matter in which we have been retained to represent the City.

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We will provide legal counsel to the City in this matter in accordance with the terms of engagement outlined in this letter and in reliance upon information and guidance provided to us by the City Council and its representatives, and by you and other City officials. To enable us to represent the City effectively, the City agrees to cooperate fully with us in all matters relating to this case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise reasonably request. The City will also make appropriate

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 2

representatives reasonably available to attend meetings, conferences, hearings and other proceedings when requested.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any member or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by the City as a promise or guarantee.

Our fees will be based primarily on the amount of time spent on behalf of the City. Each lawyer and legal assistant will be billed at a rate based generally on experience and special knowledge. The rate multiplied by the time expended, measured in quarters of an hour, will be the initial basis for determining the fee. Our hourly rates charged in this matter will be consistent with rates charged in other matters for which we have been engaged to represent the City. Our billing rates are adjusted from time to time, and our statements will reflect the hourly rates in effect when the services are rendered.

We typically incur costs in connection with legal representation. In addition to fees for services rendered, the City agrees to pay the expenses we incur in representing it in this matter. Expenses such as travel expenses, parking, filing fees, court reporter fees, charges for transcripts, and fees and expenses of accountants or other experts or consultants retained on behalf of the City with its consent, generally will be billed at our actual costs. Expenses such as in-house copying, on-line computerized research, long distance telephone charges, mileage, additional personnel retained on a contract basis to assist in the matter, staff overtime required to meet short deadlines, and messenger services will be charged at rates that we establish. Those rates may be based upon a number of factors, including our direct and indirect costs (which, because of our arrangements with our vendors, may not be allocable directly to specific matters), administrative costs, and overhead. For significant expenditures, such as expert fees and expenses, large copying projects, or significant court reporting fees or transcript charges, we may forward statements to the City for payment direct by it to the vendor. The City also agrees to pay the charges for copying documents for retention in our files.

Unless otherwise directed, we understand that our statements for services rendered and expenses incurred on behalf of the City will be paid by the City and should be addressed to the City and submitted to you at the address set forth above. Statements will normally be submitted monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than sixty days, we may suspend performing services for the City until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to charge interest at the rate of eight percent (8%)

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 3

per annum (or the maximum rate allowed by Mississippi law if lower) on any unpaid amounts sixty or more days past due.

The fees and costs to be incurred by the City are not predictable. Accordingly, we have made no representation or commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed or in the future may discuss represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

The City acknowledges that our firm is a relatively large law firm that represents many other companies and individuals. Thus, during the time in which we are representing the City, we may also represent other present or future clients in disputes or transactions that are adverse to the City and that are unrelated to our firm's representation of the City. For example such disputes and transactions may involve present or future clients such as Telepak Networks, Inc., Cellular South, Inc., Cellular South Real Estate, Inc., and others. Therefore, the City has agreed that our representation of the City in this matter will not disqualify our firm from opposing the City in other matters, including litigation, that are unrelated to the subject matter of this representation, and the City has consented to any conflict of interests with respect to those representations. We agree, however, not to use any proprietary or other confidential information of a non-public nature concerning the City that we acquire as a result of our representation of the City to its material disadvantage in connection with any litigation or other matter in which we are opposed to the City.

Either the City or our firm may terminate this engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct and to any rule of court that may require us to obtain the permission of the court to withdraw as counsel of record to the City. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the City in this matter pending its engagement of successor counsel. The termination of the engagement will not affect the City's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred after the termination in connection with an orderly transition of the matter. If such termination occurs, the papers and property of the City will be returned to it promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by us. Our files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of our lawyers.

Unless previously terminated, our representation of the City in this matter will terminate upon our sending the City our final statement for services rendered and expenses incurred on its

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 4

behalf in this matter. Following such termination, any otherwise non-public information that the City has provided to us and that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned to it promptly upon receipt of payment of our outstanding fees and costs. Our own files will be retained by the firm. All documents retained by the firm will be transferred to the person(s) responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expense, we reserve the right to destroy or otherwise dispose of any such files, documents or other materials that are retained by us within a reasonable time after the termination of the engagement.

Again, we appreciate having been selected to represent the City in this matter. Please review this letter carefully and have it reviewed by the City Council. If you or the City Council has any questions about the matters discussed in this letter, please do not hesitate to contact me to discuss them. However if the terms of engagement set forth in the letter are satisfactory to you and to the City Council, please have the letter signed below by an appropriate representative of the City to reflect the City's approval of, and agreement to, the terms of engagement and return a signed copy to me for our files.

Sincerely,

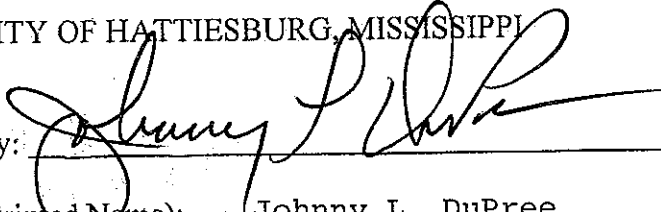
Brunini, Grantham, Grower & Hewes, PLLC



Lawrence E. Allison, Jr.

APPROVED AND AGREED:

CITY OF HATTIESBURG, MISSISSIPPI

By: 

(Printed Name): Johnny L. DuPree

Title: Mayor

Date: 7-8-14



City of Hattiesburg, MS

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

Master

File Number: 2014-1178

File ID: 2014-1178

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 06/10/2014

Brief Title: Parking License Agreement with Regions Bank

Final Action: 07/08/2014

Minute Book Number: MB2014-169 Take from

Title: Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

Notes:

Sponsors:

Enactment Date:

Attachments: Regions Parking Agreement, Regions Parking Agreement - Revised, executed Regions Parking Agreement - Revised

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/17/2014	Table				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden, at the request of the city attorney, to TABLE until the July 8, 2014, meeting to Authorize Mayor to execute Parking License Agreement with Regions Bank for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term ending in 2019.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

2 City Council - 07/08/2014
Amendments to the
Agenda

2 City Council 07/08/2014 Authorize Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1178

Title

Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PARKING LICENSE

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THIS PARKING LICENSE (hereinafter "Agreement") made as of June _____, 2014 by and between **REGIONS BANK, an Alabama state banking corporation** (hereinafter "Regions") and **CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation** (hereinafter "City").

WITNESSETH

WHEREAS, the City is the owner of those certain properties and the improvements located thereon described on Exhibit "A" attached hereto and made a part hereof (collectively herein the "Property"); and

WHEREAS, the Property contains a number of parking spaces; and

WHEREAS, Regions desires to a portion of the parking located thereon and the City is agreeable to such use upon certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES**: The City grants to Regions a license utilize the parking as described on Exhibit "1" attached hereto and made a part hereof. Such use shall be twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Collectively, the parking spaces shall herein be referred to as the "Premises." The Premises may be reduced by Regions from time to time upon written notice to the City. In the event of a reduction, the rental rate paid by Licensee shall be reduced proportionally based on the rental rate payable for the property so reduced. Likewise, Regions may recapture all or a portion of such surrendered parking upon written notice to the City of

such intent, provided parking spaces are available at the time of such election and the number of spaces utilized by Regions does not exceed the amount originally allocated to Regions. In such event, the rental rate paid by Regions shall increase proportionally based on the rental rate payable for the property recaptured. Exhibit "1" attached hereto and made a part hereof shall be amended to reflect the current Premises whenever it is reduced or recaptured as contemplated herein.

2. **TERM:** The term (hereinafter the "Term") of this Agreement shall commence on the same date this Agreement is fully executed by the City and Regions (hereinafter "Commencement") and shall continue until such date as is the last day of the month that is five (5) years following the Commencement. Regions shall have three (3) consecutive options to renew this Agreement with each option term being five (5) years ("Renewal Term"). Such Renewal Term(s) may be exercised by Regions by written notice to the City of Regions intent to extend the Term and each so exercised shall be upon the same terms and conditions as contained in this Agreement.

3. **RENT:** Beginning on the first day of the month next following the Commencement and thereafter during the Term of this Agreement, as such may be extended by Regions, Regions shall pay to the City the amounts shown on Exhibit "1" attached hereto and made a part hereof. Rent shall be paid to the City at the following address:

(b) **Late Charge.** Regions shall pay to the City an administrative charge that shall be 10% per month or the maximum rate provided by law on all past-due amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid. Payments shall not be considered past-due until five (5) days

following Regions receipt of written notice that such sums were not received when originally due.

4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of providing additional parking for Regions' employees and customers/invitees and for no other purpose.

Regions may assign or otherwise transfer its rights hereunder without the consent of the City if such assignment or transfer is in conjunction with the sale or transfer of all or part of its business operations or as part of an internal reorganization.

Regions agrees to keep the Premises in a neat and orderly fashion, free from trash and debris created by it.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Regions shall maintain insurance against public liability for injury to person(s) or damage to property occurring on the Premises arising directly out of its use. Such insurance shall be with minimum single limits of \$2,000,000.00 for personal injury, death or property damage and the City shall be named as additional insured under said policy. Regions shall provide the City with evidence of said coverage upon request.

6. **INDEMNIFICATION:** Regions shall save, defend and hold the City harmless from and against losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation resulting there from arising after Commencement in connection with any injury to person or property sustained in or about the Premises as a result of Regions' negligent use of the Premises and/or Regions' negligent act or omission

7. **SECURITY AND MAINTENANCE:** The City shall be responsible, at its sole cost and expense, for maintaining the Premises in good condition and repair throughout the Term. The City shall insure the property is well lit from dusk until dawn each day.

8. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

REGIONS:

Regions Bank
Attention: Portfolio Administration
250 Riverchase Parkway, Suite 600
Birmingham, AL 35244

CITY:

The City of Hattiesburg, Mississippi

Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either “overnight” or “second day” delivery.

Either party may change the above addresses by serving notice to the other as provided above.

9. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Regions shall surrender the Premises to the City, without notice or demand, free from all personal property and trash and debris created by it.

10. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Mississippi without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party's respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or

any one or ones or all, of the items, entities or persons in connection with which the words are used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REGIONS:

Regions Bank, an Alabama state banking corporation

BY: _____
PRINTED NAME: Keith B. Pressley
TITLE: Senior Vice President

WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

The City of Hattiesburg, Mississippi, a municipal corporation

BY: _____

PRINTED NAME: _____

TITLE: _____

WITNESSES:

Printed Name: _____

Printed Name: _____

EXHIBIT "1"

Rates

<u>LOCATION</u>	<u>SPACES</u>	<u>Monthly Rate per Space</u>
Pine Street Garage		
	32 Spaces 2 nd Level	\$15
	40 Spaces 3 rd Level	\$15
	30 Spaces 4 th Level	\$15
	25 Spaces 5 th Level	\$15
	Annual Pine Street Payment:	\$22,860.00
Civic Center/Hemphill Lot		
	9 Spaces 1 st Level	\$15
	63 Spaces 2 nd & 3 rd Level	\$15
	Annual Civic Center Payment:	\$12,960.00
Railroad Parking Lot		
	80 Spaces	\$15
	Annual Railroad Lot Payment:	\$14,400.00
First Baptist Church Lot		
	63 Spaces	\$ 5
	Annual Church Lot Payment:	\$ 3,780.00
Total Annual Parking License Payment:		\$54,000.00

EXHIBIT "1"
Municipal Parking Map

HATTIESBURG MUNICIPAL PARKING

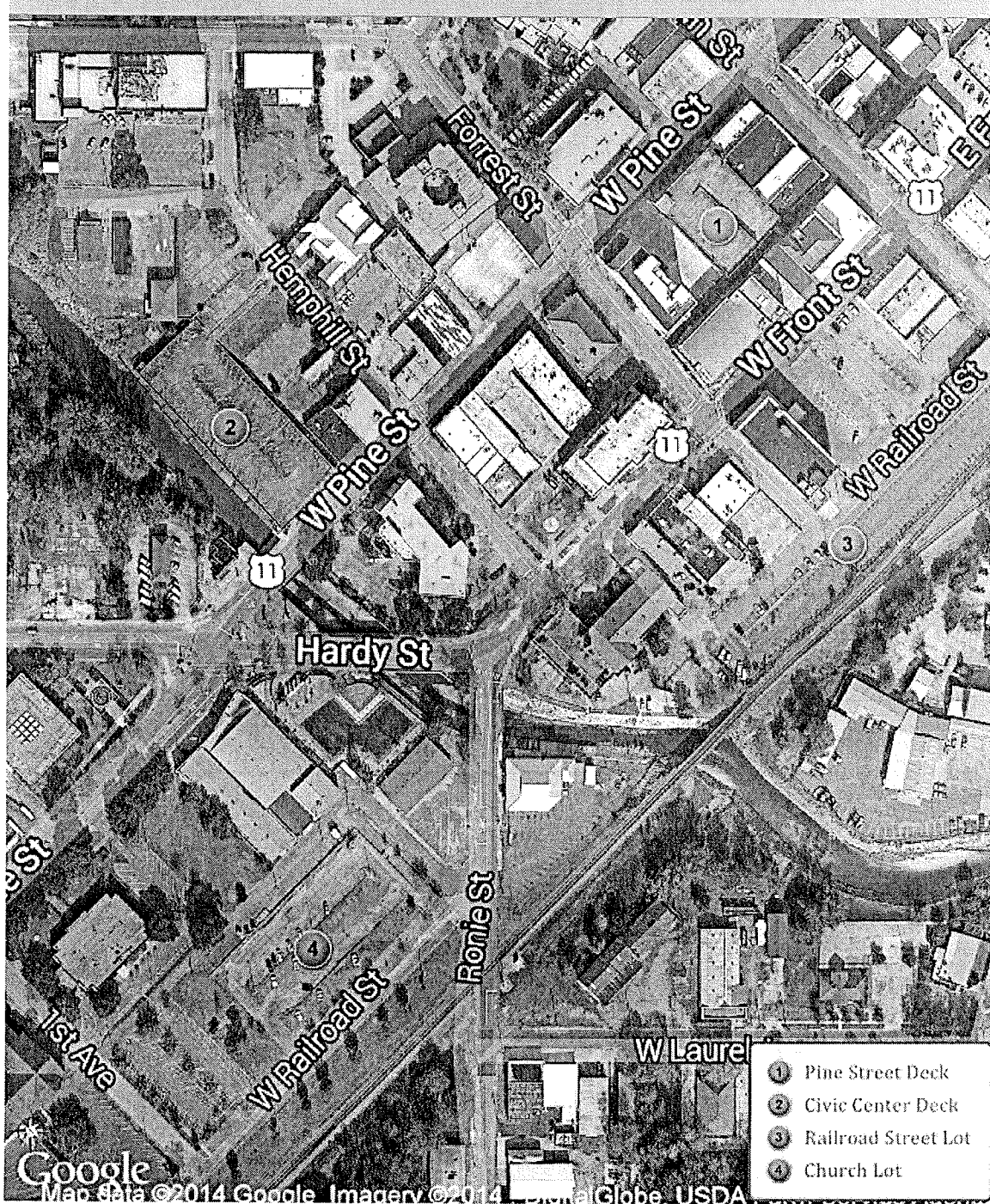


EXHIBIT "1"

Pine Street Deck

PINE STREET CITY PARKING GARAGE - SECOND LEVEL (32 SPACES at \$15/space/month)
Covered spaces

Regions	83				82	Regions
Regions	84				81	Regions
Regions	85				80	Regions
Regions	86				79	Regions
Regions	88	87	Regions	Regions	78	Regions
	89			Regions	76	Regions
	81	90	Regions	Regions	74	Regions
	82				72	Regions
Regions	94	93	Regions		70	Regions
Regions	95				68	Regions
Regions	97	96	Regions		66	Regions
Regions	98				64	Regions
Regions	99				62	Regions
Regions	100					ELEVATOR
Regions	101					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level						

CITY PARKING GARAGE - SECOND LEVEL (32 SPACES)

EXHIBIT "1"

Pine Street Deck

PINE STREET CITY PARKING GARAGE - THIRD LEVEL (40 SPACES at \$15/space/month)
Covered spaces

Regions	123			122	Regions
Regions	124			121	Regions
Regions	125			120	Regions
Regions	126			119	Regions
Regions	128	127	Regions	118	Regions
Regions	129			117	Regions
Regions	131	130	Regions	116	Regions
Regions	132			115	Regions
Regions	134	133	Regions	114	Regions
Regions	135			113	Regions
Regions	137	136	Regions	112	Regions
Regions	138			111	Regions
Regions	139			110	Regions
Regions	140			109	Regions
Regions	141			108	Regions
				107	Regions
				106	Regions
				105	Regions
				104	Regions
				103	Regions
				102	Regions
					ELEVATOR
					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - THIRD LEVEL (40 SPACES)

EXHIBIT "1"

Pine Street Deck

PINE CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES at \$15/space/month)

Yellow spaces are UNCOVERED spaces in City Garage - the white are covered

Regions	163			162	
Regions	164			161	
Regions	165			160	
	166			159	
Regions	168	167	Regions	158	
				157	
Regions	169			156	
				155	Regions
Regions	171	170	Regions	154	
				153	Regions
Regions	172			152	
				151	Regions
Regions	174	173	Regions	150	
				149	Regions
Regions	175			148	
				147	
Regions	177	176	Regions	146	
				145	Regions
Regions	178			144	
				143	Regions
Regions	179			142	Regions
Regions	180				ELEVATOR
Regions	181				STAIRS
We have 127 sapces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES)

EXHIBIT “1” **Pine Street Deck**

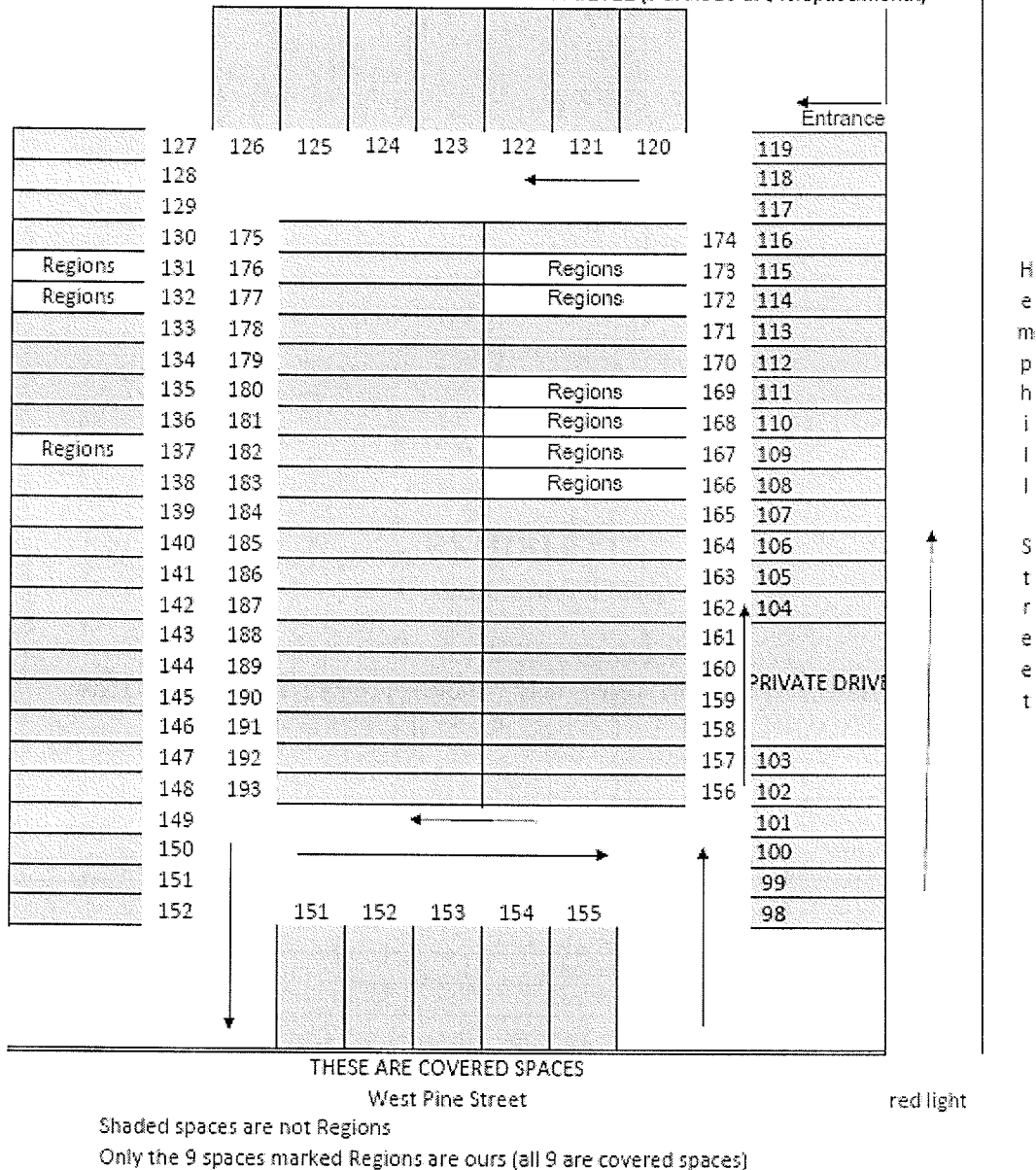
PINE STREET CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES at \$15/space/month)
 Yellow are UNCOVERED spaces in City Garage

	Regions	206		
			205	Regions
	Regions	204		
			203	Regions
	Regions	202		
			201	Regions
	Regions	200		
			199	Regions
	Regions	198		
			197	Regions
	Regions	196		
			195	Regions
	Regions	194		
			193	Regions
	Regions	192		
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level			191	Regions
	Regions	190		
			189	Regions
	Regions	188		
			187	Regions
	Regions	186		
			185	Regions
	Regions	184		
			183	Regions
			182	Regions
				ELEVATOR
				STAIRS

THESE ARE UNCOVERED SPACES IN CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES)

EXHIBIT "1"
Civic Center Deck

CIVIC CENTER / HEMPHILL PARKING GARAGE - FIRST LEVEL (9 SPACES at \$15/space/month)



TRUSTMARK BANK

EXHIBIT “1”
Civic Center Deck

CIVIC CTR / HEMPHILL PARKING GARAGE - 2nd & 3rd Levels (63 SPACES at \$15/space/month)

213							
214							
215							
216	270				308		
217	271				307		
218	272						
219	273						
220	274				304		
221	275						
222	276						
223	277						
224	278						
225	279						
226	280						
227	281						
228	282					257	
229	283					256	
230	284					255	
231	285					254	
232	286					253	
233	287					252	
234	288					251	
235						250	
236						249	
237						248	
238						247	
	239	240	241	242	244	245	246

ALL WHITE SPACES ARE REGIONS — SHADED SPACES ARE NOT OURS

West Pine Street

Shaded spaces are not Regions

All 63 spaces are covered and are above the Hemphill covered garage 213 through 242; 270 through 288; 247 through 257 and 304, 307, 308

TRUSTMARK BANK

Railroad Street Lot

RAILROAD PARKING LOT (60 SPACES at \$15/cpace/month) CITY SPACES NOT OURS

[illegible]

Church Lot

FIRST BAPTIST CHURCH PARKING LOT (63 SPACES at \$5/space/month)

WEST ST P I N E	1	48	49	92	95
	2	47	50	91	96
	3	46	51	90	97
	4	45	52	89	98
	5	44	53	88	99
ST REET	6	43	54	87	100
	7	42	55	86	101
	8	41	56	85	102
	9	40	57	84	103
	10	39	58	83	104
	11	38	59	82	105
WEST ST P I N E	12	37	60	81	106
	13	36	61	80	107
	14	35	62	79	108
	15	34	63	78	109
	16	33	64	77	110
ST REET	17	32	65	76	111
	18	31	66	75	112
	19	30	67	74	113
	20	29	68	73	114
	21	28	69	72	115
	22	27	70	71	116
VETERANS MEMORIAL PARK					
SHADED SPACES ARE NOT Regions Bank					

Shaded spaces are not Regions; the bank can park in up to 63 of the available spaces in white; Parking is currently used as overflow only

..... 1st Avenue

PARKING LICENSE

THIS PARKING LICENSE (hereinafter “Agreement”) made as of July ____, 2014 by and between **REGIONS BANK, an Alabama state banking corporation** (hereinafter “Regions”) and **CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation** (hereinafter “City”).

WITNESSETH

WHEREAS, the City is the owner of those certain properties and the improvements located thereon described on Exhibit “A” attached hereto and made a part hereof (collectively herein the “Property”); and

WHEREAS, the Property contains a number of parking spaces; and

WHEREAS, Regions desires to a portion of the parking located thereon and the City is agreeable to such use upon certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES**: The City grants to Regions a license utilize the parking as described on Exhibit “1” attached hereto and made a part hereof. Such use shall be **fifteen (15)** hours a day, from 6:00 a.m. to **9:00** p.m., five (5) days a week, Monday through Friday, and on Saturdays and Sunday as needed, three hundred sixty-five (365) days a year. Collectively, the parking spaces shall herein be referred to as the “Premises.” The Premises may be reduced by Regions from time to time upon written notice to the City. In the event of a reduction, the rental rate paid by Licensee shall be reduced proportionally

based on the rental rate payable for the property so reduced. Likewise, Regions may recapture all or a portion of such surrendered parking upon written notice to the City of such intent, provided parking spaces are available at the time of such election and the number of spaces utilized by Regions does not exceed the amount originally allocated to Regions. In such event, the rental rate paid by Regions shall increase proportionally based on the rental rate payable for the property recaptured. Exhibit "1" attached hereto and made a part hereof shall be amended to reflect the current Premises whenever it is reduced or recaptured as contemplated herein.

2. **TERM:** The term (hereinafter the "Term") of this Agreement shall commence on the same date this Agreement is fully executed by the City and Regions (hereinafter "Commencement") and shall continue until such date as is the last day of the month that is five (5) years following the Commencement. Regions shall have three (3) consecutive options to renew this Agreement with each option term being five (5) years ("Renewal Term"). Such Renewal Term(s) may be exercised by Regions by written notice to the City of Regions intent to extend the Term and each so exercised shall be upon the same terms and conditions as contained in this Agreement.

3. **RENT:** Beginning on the first day of the month next following the Commencement and thereafter during the Term of this Agreement, as such may be extended by Regions, Regions shall pay to the City the amounts shown on Exhibit "1" attached hereto and made a part hereof. Rent shall be paid to the City at the following address:

CITY OF HATTIESBURG

ATTENTION: PARKING OPERATIONS

P. O. BOX 1898

HATTIESBURG, MS 39403-1898

(b) **Late Charge.** Regions shall pay to the City an administrative charge that shall be 10% per month or the maximum rate provided by law on all past-due

amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid. Payments shall not be considered past-due until five (5) days following Regions receipt of written notice that such sums were not received when originally due.

4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of providing additional parking for Regions' employees and customers/invitees and for no other purpose.

Regions may assign or otherwise transfer its rights hereunder without the consent of the City if such assignment or transfer is in conjunction with the sale or transfer of all or part of its business operations or as part of an internal reorganization.

Regions agrees to keep the Premises in a neat and orderly fashion, free from trash and debris created by it.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Regions shall maintain insurance against public liability for injury to person(s) or damage to property occurring on the Premises arising directly out of its use. Such insurance shall be with minimum single limits of \$2,000,000.00 for personal injury, death or property damage and the City shall be named as additional insured under said policy. Regions shall provide the City with evidence of said coverage upon request.

6. **INDEMNIFICATION:** Regions shall save, defend and hold the City harmless from and against losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation resulting there from arising after Commencement in connection with any injury to person or property sustained in or about the Premises as a result of Regions' negligent use of the Premises and/or Regions' negligent act or omission

7. **SECURITY AND MAINTENANCE:** The City shall be responsible, at its sole cost and expense, for maintaining the Premises in good condition and repair

throughout the Term. The City shall insure the property is well lit from dusk until dawn each day.

8. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

REGIONS:

Regions Bank
Attention: Portfolio Administration
250 Riverchase Parkway, Suite 600
Birmingham, AL 35244

CITY:

The City of Hattiesburg, Mississippi
Attention: City Clerk
P. O. Box 1898
Hattiesburg, MS 39403-1898

Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either “overnight” or “second day” delivery.

Either party may change the above addresses by serving notice to the other as provided above.

9. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Regions shall surrender the Premises to the City, without notice or demand, free from all personal property and trash and debris created by it.

10. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Mississippi without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other

documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party's respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or

words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REGIONS:

Regions Bank, an Alabama state banking corporation

BY: _____

PRINTED NAME: Keith B. Pressley

TITLE: Senior Vice President

WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

The City of Hattiesburg, Mississippi, a municipal corporation

BY: _____

PRINTED NAME: Johnny L. DuPree

TITLE: Mayor

ATTESTED:

BY: _____

Printed Name: _____

TITLE: City Clerk

EXHIBIT “1”
Rates

LOCATION

SPACES

Monthly Rate per Space

Pine Street Garage

32 Spaces 2 nd Level	\$15
40 Spaces 3 rd Level	\$15
30 Spaces 4 th Level	\$15
25 Spaces 5 th Level	\$15

Annual Pine Street Payment: \$22,860.00

Civic Center/Hemphill Lot

9 Spaces 1 st Level	\$15
63 Spaces 2 nd & 3 rd Level	\$15

Annual Civic Center Payment: \$12,960.00

Railroad Parking Lot

80 Spaces	\$15
-----------	------

Annual Railroad Lot Payment: \$14,400.00

First Baptist Church Lot

63 Spaces	\$ 5
-----------	------

Annual Church Lot Payment: \$ 3,780.00

Total Annual Parking License Payment: \$54,000.00

EXHIBIT “1”
Municipal Parking Map

HATTIESBURG MUNICIPAL PARKING



EXHIBIT "1"

Pine Street Deck

PINE STREET CITY PARKING GARAGE - SECOND LEVEL (32 SPACES at \$15/space/month)

Covered spaces									
Regions	83							82	Regions
Regions	84							81	Regions
Regions	85							80	Regions
Regions	86							79	Regions
Regions	88	87	Regions	Regions	78			77	Regions
	89			Regions	76			75	Regions
	81	90	Regions	Regions	74			73	Regions
	82				72			71	Regions
Regions	94	93	Regions		70			69	Regions
Regions	95				68			67	Regions
Regions	97	96	Regions		66			65	Regions
Regions	98				64			63	Regions
Regions	99							62	Regions
Regions	100								ELEVATOR
Regions	101								STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level									

CITY PARKING GARAGE - SECOND LEVEL (32 SPACES)

EXHIBIT “1”
Pine Street Deck

PINE STREET CITY PARKING GARAGE - THIRD LEVEL (40 SPACES at \$15/space/month)

Covered spaces					
Regions	123			122	Regions
Regions	124			121	Regions
Regions	125			120	Regions
Regions	126			119	Regions
Regions	128	127	Regions	118	Regions
Regions	129			117	Regions
Regions	131	130	Regions	116	Regions
Regions	132			115	Regions
Regions	134	133	Regions	114	Regions
Regions	135			113	Regions
Regions	137	136	Regions	112	Regions
Regions	138			111	Regions
Regions	139			110	Regions
Regions	140			109	Regions
Regions	141			108	Regions
				107	Regions
				106	Regions
				105	Regions
				104	Regions
				103	Regions
				102	Regions
					ELEVATOR
					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - THIRD LEVEL (40 SPACES)

EXHIBIT “1”

Pine Street Deck

PINE CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES at \$15/space/month)

Yellow spaces are UNCOVERED spaces in City Garage - the white are covered

Regions	163				162	
Regions	164				161	
Regions	165				160	
	166				159	
Regions	168	167	Regions		158	
Regions	169				157	
Regions	171	170	Regions		155	Regions
Regions	172				153	Regions
Regions	174	173	Regions		151	Regions
Regions	175				149	Regions
Regions	177	176	Regions		147	
Regions	178				145	Regions
Regions	179				143	Regions
Regions	180				142	Regions
Regions	181					ELEVATOR
						STAIRS
We have 127 sapces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level						

CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES)

EXHIBIT “1” Pine Street Deck

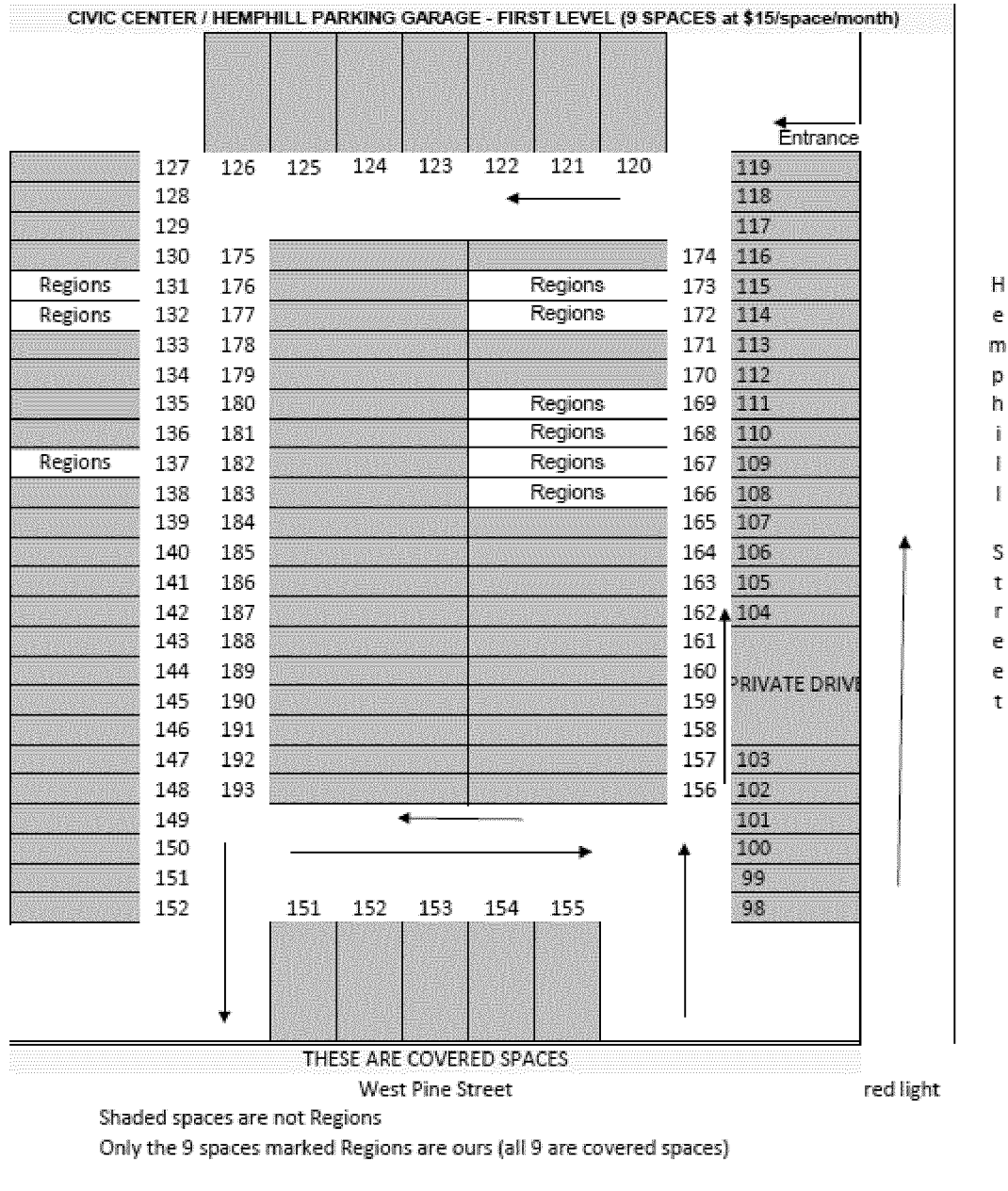
PINE STREET CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES at \$15/space/month)

Yellow are UNCOVERED spaces in City Garage

	Regions	206		Regions	
	Regions	204		Regions	
	Regions	202		Regions	
	Regions	200		Regions	
	Regions	198		Regions	
	Regions	196		Regions	
	Regions	194		Regions	
	Regions	192		Regions	
	Regions	190		Regions	
	Regions	188		Regions	
	Regions	186		Regions	
	Regions	184		Regions	
	We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered spaces			Regions	
				Regions	
				Regions	
32 spaces on 2nd Level	ELEVATOR				
40 spaces on 3rd Level					
30 spaces on 4th Level					
25 spaces on 5th Level	STAIRS				

THESE ARE UNCOVERED SPACES IN CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES)

EXHIBIT "1" Civic Center Deck



TRUSTMARK BANK

EXHIBIT “1”
Railroad Street Lot

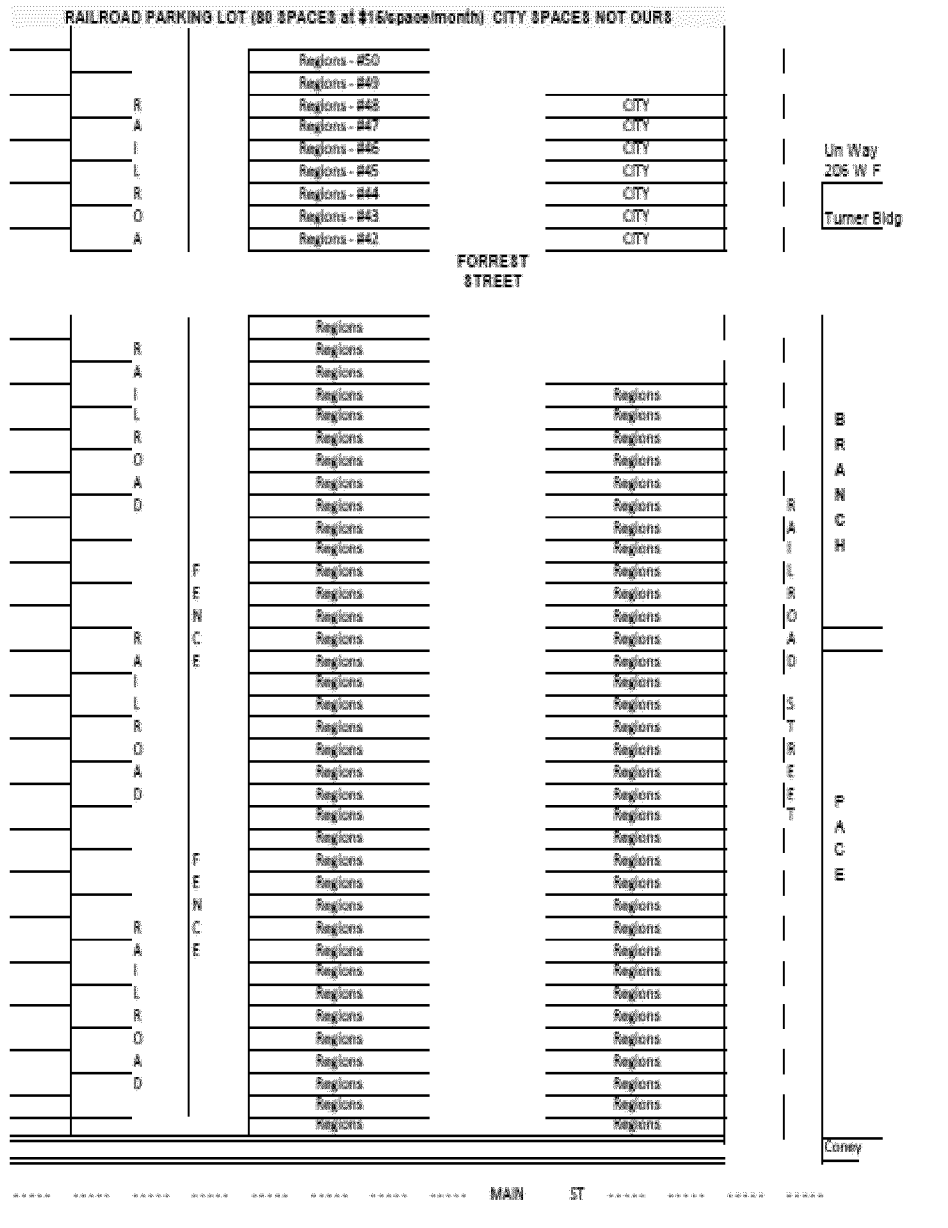


EXHIBIT “1” Church Lot

FIRST BAPTIST CHURCH PARKING LOT (63 SPACES at \$5/space/month)

W E S T P I N E S T R E E T	1	48	49	92	95
	2	47	50	91	96
	3	46	51	90	97
	4	45	52	89	98
	5	44	53	88	99
	6	43	54	87	100
	7	42	55	86	101
	8	41	56	85	102
	9	40	57	84	103
	10	39	58	83	104
W E S T P I N E S T R E E T	11	38	59	82	105
	12	37	60	81	106
	13	36	61	80	107
	14	35	62	79	108
	15	34	63	78	109
	16	33	64	77	110
	17	32	65	76	111
	18	31	66	75	112
	19	30	67	74	113
	20	29	68	73	114
	21	28	69	72	115
	22	27	70	71	116
VETERANS MEMORIAL PARK					
SHADED SPACES ARE NOT Regions Bank					

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Shaded spaces are not Regions; the bank can park in up to 63 of the available spaces in white; Parking is currently used as overflow only

----- 1st Avenue -----

PARKING LICENSE

THIS PARKING LICENSE (hereinafter "Agreement") made as of July 8, 2014 by and between **REGIONS BANK, an Alabama state banking corporation** (hereinafter "Regions") and **CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation** (hereinafter "City").

WITNESSETH

WHEREAS, the City is the owner of those certain properties and the improvements located thereon described on Exhibit "A" attached hereto and made a part hereof (collectively herein the "Property"); and

WHEREAS, the Property contains a number of parking spaces; and

WHEREAS, Regions desires to a portion of the parking located thereon and the City is agreeable to such use upon certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES**: The City grants to Regions a license utilize the parking as described on Exhibit "1" attached hereto and made a part hereof. Such use shall be **fifteen (15)** hours a day, from 6:00 a.m. to 9:00 p.m., five (5) days a week, Monday through Friday, and on Saturdays and Sunday as needed, three hundred sixty-five (365) days a year. Collectively, the parking spaces shall herein be referred to as the "Premises." The Premises may be reduced by Regions from time to time upon written notice to the City. In the event of a reduction, the rental rate paid by Licensee shall be reduced proportionally

based on the rental rate payable for the property so reduced. Likewise, Regions may recapture all or a portion of such surrendered parking upon written notice to the City of such intent, provided parking spaces are available at the time of such election and the number of spaces utilized by Regions does not exceed the amount originally allocated to Regions. In such event, the rental rate paid by Regions shall increase proportionally based on the rental rate payable for the property recaptured. Exhibit "1" attached hereto and made a part hereof shall be amended to reflect the current Premises whenever it is reduced or recaptured as contemplated herein.

2. **TERM:** The term (hereinafter the "Term") of this Agreement shall commence on the same date this Agreement is fully executed by the City and Regions (hereinafter "Commencement") and shall continue until such date as is the last day of the month that is five (5) years following the Commencement. Regions shall have three (3) consecutive options to renew this Agreement with each option term being five (5) years ("Renewal Term"). Such Renewal Term(s) may be exercised by Regions by written notice to the City of Regions intent to extend the Term and each so exercised shall be upon the same terms and conditions as contained in this Agreement.

3. **RENT:** Beginning on the first day of the month next following the Commencement and thereafter during the Term of this Agreement, as such may be extended by Regions, Regions shall pay to the City the amounts shown on Exhibit "1" attached hereto and made a part hereof. Rent shall be paid to the City at the following address:

CITY OF HATTIESBURG

ATTENTION: PARKING OPERATIONS

P. O. BOX 1898

HATTIESBURG, MS 39403-1898

(b) **Late Charge.** Regions shall pay to the City an administrative charge that shall be 10% per month or the maximum rate provided by law on all past-due

amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid. Payments shall not be considered past-due until five (5) days following Regions receipt of written notice that such sums were not received when originally due.

4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of providing additional parking for Regions' employees and customers/invitees and for no other purpose.

Regions may assign or otherwise transfer its rights hereunder without the consent of the City if such assignment or transfer is in conjunction with the sale or transfer of all or part of its business operations or as part of an internal reorganization.

Regions agrees to keep the Premises in a neat and orderly fashion, free from trash and debris created by it.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Regions shall maintain insurance against public liability for injury to person(s) or damage to property occurring on the Premises arising directly out of its use. Such insurance shall be with minimum single limits of \$2,000,000.00 for personal injury, death or property damage and the City shall be named as additional insured under said policy. Regions shall provide the City with evidence of said coverage upon request.

6. **INDEMNIFICATION:** Regions shall save, defend and hold the City harmless from and against losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation resulting there from arising after Commencement in connection with any injury to person or property sustained in or about the Premises as a result of Regions' negligent use of the Premises and/or Regions' negligent act or omission

7. **SECURITY AND MAINTENANCE:** The City shall be responsible, at its sole cost and expense, for maintaining the Premises in good condition and repair

throughout the Term. The City shall insure the property is well lit from dusk until dawn each day.

8. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

REGIONS:

Regions Bank
Attention: Portfolio Administration
250 Riverchase Parkway, Suite 600
Birmingham, AL 35244

CITY:

The City of Hattiesburg, Mississippi
Attention: City Clerk
P. O. Box 1898
Hattiesburg, MS 39403-1898

Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either "overnight" or "second day" delivery.

Either party may change the above addresses by serving notice to the other as provided above.

9. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Regions shall surrender the Premises to the City, without notice or demand, free from all personal property and trash and debris created by it.

10. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Mississippi without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other

documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party's respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REGIONS:

Regions Bank, an Alabama state banking corporation

BY: _____

PRINTED NAME: Keith B. Pressley

TITLE: Senior Vice President

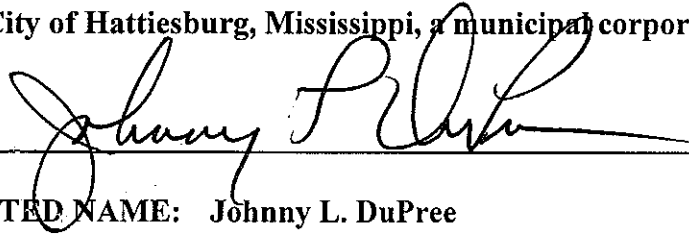
WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

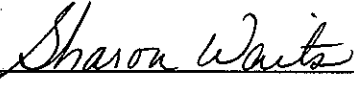
The City of Hattiesburg, Mississippi, a municipal corporation

BY: 

PRINTED NAME: Johnny L. DuPree

TITLE: Mayor

ATTESTED:

BY: 

Printed Name: Sharon Waits, Deputy Clerk

TITLE: City Clerk

EXHIBIT "1"
Rates

LOCATION

SPACES

Monthly Rate per Space

Pine Street Garage

32 Spaces 2 nd Level	\$15
40 Spaces 3 rd Level	\$15
30 Spaces 4 th Level	\$15
25 Spaces 5 th Level	\$15

Annual Pine Street Payment: \$22,860.00

Civic Center/Hemphill Lot

9 Spaces 1 st Level	\$15
63 Spaces 2 nd & 3 rd Level	\$15

Annual Civic Center Payment: \$12,960.00

Railroad Parking Lot

80 Spaces	\$15
-----------	------

Annual Railroad Lot Payment: \$14,400.00

First Baptist Church Lot

63 Spaces	\$ 5
-----------	------

Annual Church Lot Payment: \$ 3,780.00

Total Annual Parking License Payment: \$54,000.00

EXHIBIT "1"
Municipal Parking Map

HATTIESBURG MUNICIPAL PARKING



EXHIBIT "1"
Pine Street Deck

PINE STREET CITY PARKING GARAGE - SECOND LEVEL (32 SPACES at \$15/space/month)

Covered spaces

Regions	83				82	Regions
Regions	84				81	Regions
Regions	85				80	Regions
Regions	86				79	Regions
Regions	88	87	Regions	Regions	78	Regions
	89			Regions	76	Regions
	81	90	Regions	Regions	74	Regions
	82				72	Regions
Regions	94	93	Regions		70	Regions
Regions	95				68	Regions
Regions	97	96	Regions		66	Regions
Regions	98				64	Regions
Regions	99				63	Regions
Regions	100				62	Regions
Regions	101					ELEVATOR
STAIRS						
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level						

CITY PARKING GARAGE - SECOND LEVEL (32 SPACES)

EXHIBIT "1"
Pine Street Deck

PINE STREET CITY PARKING GARAGE - THIRD LEVEL (40 SPACES at \$15/space/month)
Covered spaces

Regions	123			122	Regions
Regions	124			121	Regions
Regions	125			120	Regions
Regions	126			119	Regions
Regions	128	127	Regions	118	Regions
Regions	129			117	Regions
Regions	131	130	Regions	116	Regions
Regions	132			115	Regions
Regions	134	133	Regions	114	Regions
Regions	135			113	Regions
Regions	137	136	Regions	112	Regions
Regions	138			111	Regions
Regions	139			110	Regions
Regions	140			109	Regions
Regions	141			108	Regions
				107	Regions
				106	Regions
				105	Regions
				104	Regions
				103	Regions
				102	Regions
					ELEVATOR
					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - THIRD LEVEL (40 SPACES)

EXHIBIT "1"

Pine Street Deck

PINE CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES at \$15/space/month)

Yellow spaces are UNCOVERED spaces in City Garage - the white are covered

Regions	163			162	
Regions	164			161	
Regions	165			160	
	166			159	
Regions	168	167	Regions	158	
Regions	169			156	
Regions	171	170	Regions	154	Regions
Regions	172		Regions	152	Regions
Regions	174	173	Regions	150	Regions
Regions	175		Regions	148	
Regions	177	176	Regions	146	Regions
Regions	178		Regions	144	Regions
Regions	179			143	Regions
Regions	180			142	Regions
Regions	181				ELEVATOR
					STAIRS
We have 127 sapces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES)

EXHIBIT "1" **Pine Street Deck**

PINE STREET CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES at \$15/space/month)

Yellow are UNCOVERED spaces in City Garage

	Regions	206	205	Regions	
	Regions	204		Regions	
	Regions	202		Regions	
	Regions	200		Regions	
	Regions	198		Regions	
	Regions	196		Regions	
	Regions	194		Regions	
	Regions	192		Regions	
	Regions	190		Regions	
	Regions	188		Regions	
	Regions	186		Regions	
	Regions	184		Regions	
	We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered spaces			Regions	
	32 spaces on 2nd Level			Regions	
40 spaces on 3rd Level			Regions		
30 spaces on 4th Level			Regions		
25 spaces on 5th Level			Regions		
			ELEVATOR		
			STAIRS		

THESE ARE UNCOVERED SPACES IN CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES)

EXHIBIT "1"
Railroad Street Lot

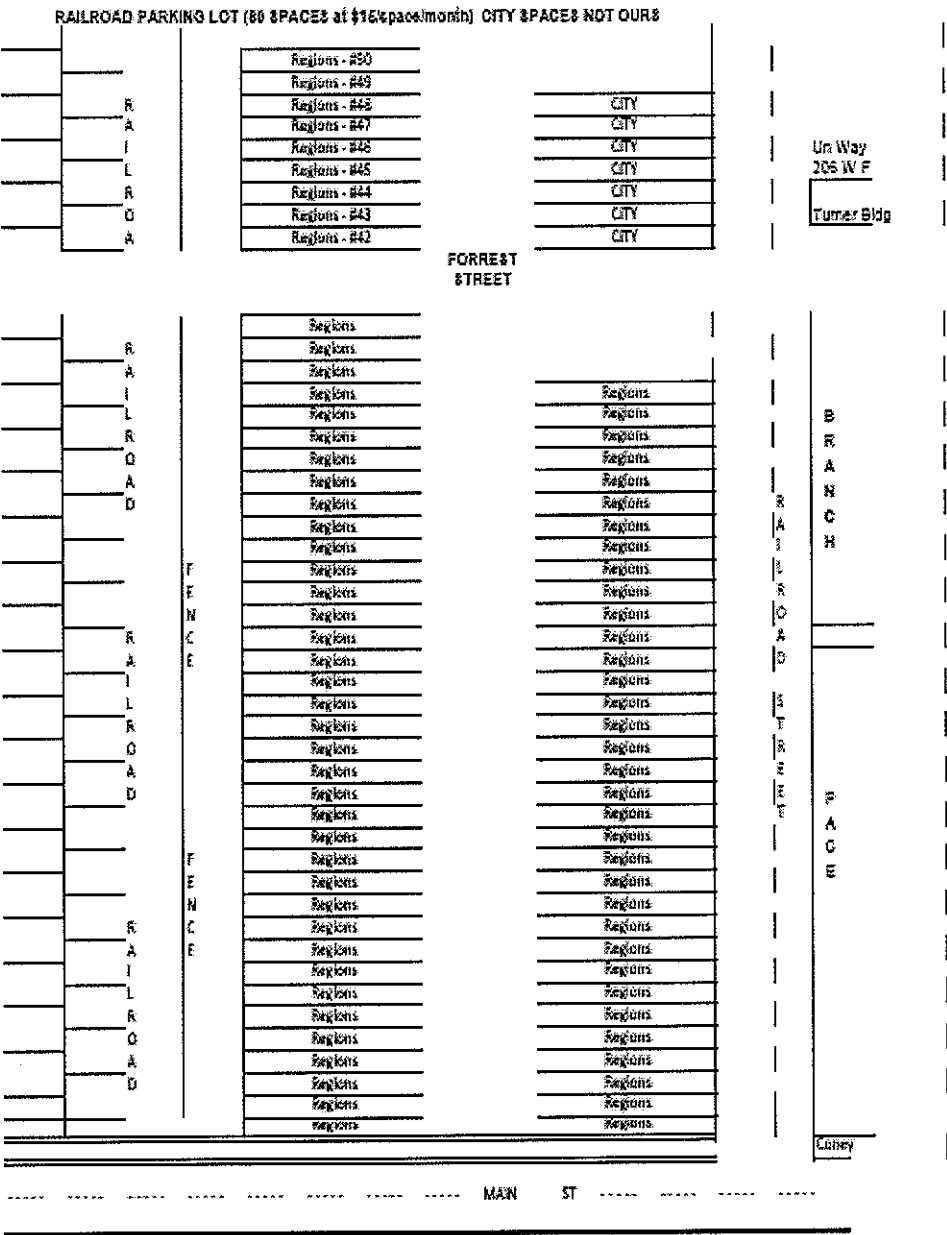


EXHIBIT "1"

Church Lot

FIRST BAPTIST CHURCH PARKING LOT (63 SPACES at \$5/space/month)

W	1	48	49	92	95	R
E	2	47	50	91	96	A
S	3	46	51	90	97	I
T	4	45	52	89	98	L
	5	44	53	88	99	R
P	6	43	54	87	100	O
I	7	42	55	86	101	A
N	8	41	56	85	102	D
E	9	40	57	84	103	
	10	39	58	83	104	
	11	38	59	82	105	
	12	37	60	81	106	R
W	13	36	61	80	107	A
E	14	35	62	79	108	I
	15	34	63	78	109	L
	16	33	64	77	110	R
	17	32	65	76	111	O
S	18	31	66	75	112	A
T	19	30	67	74	113	D
	20	29	68	73	114	
	21	28	69	72	115	
	22	27	70	71	116	
	VETERANS MEMORIAL PARK					
	SHADED SPACES ARE NOT Regions Bank					

Shaded spaces are not Regions; the bank can park in up to 63 of the available spaces in white; Parking is currently used as overflow only

----- 1st Avenue -----



City of Hattiesburg, MS

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

Master

File Number: 2014-1194

File ID: 2014-1194

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/23/2014

Brief Title: Rental agreement with RJ Young.

Final Action:

Minute Book Number: MB2014-199

Title:

Authorize the Mayor to execute rental agreement between the City of Hattiesburg and RJ Young for a copier located in the City Clerk's office for a period of 48 months, at a cost of \$ 298.00 for equipment , supplies and maintenance.

Notes:

Sponsors:

Enactment Date:

Attachments: Copier agreement-city clerk's, executed Copier agreement-city clerk's

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	07/08/2014					

Text of Legislative File 2014-1194

Title

Authorize the Mayor to execute rental agreement between the City of Hattiesburg and RJ Young for a copier located in the City Clerk's office for a period of 48 months, at a cost of \$ 298.00 for equipment , supplies and maintenance.

Summary

Rental agreement with RJ Young.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 R J Young (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:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
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.

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 _____ day of _____, 20____

Vendor: RJ YOUNG COMPANY

By: Buddy Wade
Authorized Signature

Printed Name: Buddy WADE

Title:

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

Customer: CITY OF HATTIESBURG

By: X
Authorized Signature

Printed Name: _____
Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

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: R J Young

Customer Agency Name: CITY OF HATTIESBURG – CITY CLERK

Bill to Address: 200 FORREST STREET
HATTIESBURG, MS. 39401

Ship to Address SAME

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
(1) CANON IR 6255 DIGITAL COPIER With Staple Finisher and Hole Punch	\$298.00 per month*

*Monthly price includes parts, labor and toner for 12,500 copies per month, any overage will be billed at \$.0047 per copy and reconciled quarterly.

Term: (Number of Months) 48 Months

Start Date:

End Date:

Modifications: _____



Vendor Signature

Customer Signature

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

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- 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.

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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.

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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:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
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.

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 _____ day of _____, 20 _____

Vendor: RJ YOUNG COMPANY

By: Buddy Wade
Authorized Signature

Printed Name: Buddy WADE

Title:

Witness my signature this the 8th day of July, 20 14

Customer: CITY OF HATTIESBURG

By: Johnny L. DuPre
Authorized Signature

Printed Name: Johnny L. DuPre

Title:

Mayor

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

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: R J Young

Customer Agency Name: CITY OF HATTIESBURG – CITY CLERK

Bill to Address: 200 FORREST STREET
HATTIESBURG, MS. 39401

Ship to Address SAME

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
(1) CANON IR 6255 DIGITAL COPIER With Staple Finisher and Hole Punch	\$298.00 per month*

*Monthly price includes parts, labor and toner for 12,500 copies per month, any overage will be billed at \$.0047 per copy and reconciled quarterly.

Term: (Number of Months) 48 Months

Start Date:

End Date:

Modifications: _____



Vendor Signature



Customer Signature



City of Hattiesburg, MS

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

Master

File Number: 2014-1193

File ID: 2014-1193

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/23/2014

Brief Title: Copier rental for Police-Fire Training Academy

Final Action:

Minute Book Number: MB2014-199

Title:

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young for a copier located in the Police/ Fire Training Academy for a period of 48 months, at a cost of \$236.00 per month.

Notes:

Sponsors:

Enactment Date:

Attachments: Agreement of Copier- Fire & Training Academy,
executed Agreement of Copier- Fire & Training
Academy

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	07/08/2014					

Text of Legislative File 2014-1193

Title

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young for a copier located in the Police/ Fire Training Academy for a period of 48 months, at a cost of \$236.00 per month.

Summary

Copier rental.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 R J Young (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,

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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:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
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.

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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.

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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.

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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.

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 _____ day of _____, 20____

Vendor: RJ YOUNG COMPANY

By: Buddy Wade
Authorized Signature

Printed Name: Buddy WADE

Title:

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

Customer: CITY OF HATTIESBURG

By: X
Authorized Signature

Printed Name: _____
Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

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: R J Young

Customer Agency Name: CITY OF HATTIESBURG- POLICE/FIRE ACADEMY

Bill to Address: 53 ACADEMY DRIVE
HATTIESBURG, MS. 39401

Ship to Address SAME

Description of Equipment, Software, or Services Price:

(1) CANON IR C5235 DIGITAL COLOR COPIER \$236.00 per month*

With Internal Finisher / PCL / Fax / Cabinet

*Monthly price includes parts, labor and toner for 5,000 black/white copies per month., any overage will be billed at \$.0092 per copy and reconciled quarterly. All color copies are billed in arrears at \$.0507 per copy.

Term of Agreement: 48 Months

Start Date:

End Date:

Modifications: _____

Buddy White
Vendor Signature

X
Customer Signature

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 R J Young (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:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
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.

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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.

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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.

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 _____ day of _____, 20 ____

Vendor: RJ YOUNG COMPANY

By: Buddy Wade
Authorized Signature

Printed Name: Buddy WADE

Title:

Witness my signature this the 8th day of July, 20 14

Customer: CITY OF HATTIESBURG

By: Johnny L. DuPree
Authorized Signature

Printed Name: Johnny L. DuPree

Title:

Mayor

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

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: R J Young

Customer Agency Name: CITY OF HATTIESBURG- POLICE/FIRE ACADEMY

Bill to Address: 53 ACADEMY DRIVE
HATTIESBURG, MS. 39401

Ship to Address SAME

Description of Equipment, Software, or Services Price:

(1) CANON IR C5235 DIGITAL COLOR COPIER \$236.00 per month*

With Internal Finisher / PCL / Fax / Cabinet

*Monthly price includes parts, labor and toner for 5,000 black/white copies per month., any overage will be billed at \$.0092 per copy and reconciled quarterly. All color copies are billed in arrears at \$.0507 per copy.

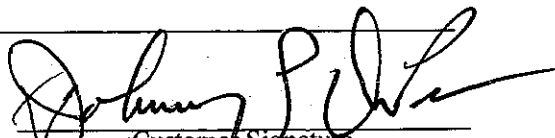
Term of Agreement: 48 Months

Start Date:

End Date:

Modifications: _____


Vendor Signature


Customer Signature



City of Hattiesburg, MS

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

Master

File Number: 2014-1225

File ID: 2014-1225

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/02/2014

Brief Title: Acknowledge receipt of letter from the Hattiesburg Tourism Commission stating that, during the 45-day period required by House Bill 1642, no signatures were submitted requesting a referendum on the continuance of the special 2% hotel tax in the city liits

Final Action:

Minute Book Number: MB2014-199

Title:

Acknowledge receipt of letter from the Hattiesburg Tourism Commission stating that, during the 45-day period required by House Bill 1642, no signatures were submitted requesting a referendum on the continuance of the special 2% hotel tax in the city limits of Hattiesburg, thus confirming that the special sales tax on hotel rooms shall remain in effect.

Notes:

Sponsors:

Enactment Date:

Attachments: VisitHattiesburg Council Agenda Request

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014					

Text of Legislative File 2014-1225

Title

Acknowledge receipt of letter from the Hattiesburg Tourism Commission stating that, during the 45-day period required by House Bill 1642, no signatures were submitted requesting a referendum on the continuance of the special 2% hotel tax in the city limits of Hattiesburg, thus confirming that the special sales tax on hotel rooms shall remain in effect.

Summary

Acknowledge receipt of letter from Hattiesburg Tourism Commission regarding special sales

tax on hotel rooms.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



VISITHATTIESBURG™
Five Convention Center Plaza
Hattiesburg, MS 39401

June 30, 2014

City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Council Members:

Greetings from VisitHattiesburg.

As you may recall, earlier this calendar year you requested the Legislature of the State of Mississippi to renew the enabling legislation for the Hattiesburg Tourism Commission. This legislation includes the enabling of a special sales tax of 2% on hotel rooms in the city limits of Hattiesburg.

The Legislature approved that request in House Bill 1642, but with a modification. Specifically, they added language to the bill requiring an "indirect referendum." This additional language, which was added to all tourism local/private bills in the 2014 Legislative Session, stated that the City of Hattiesburg had to provide for a period of not less than 45 days to allow for the collection of signatures of 1,500 or more if citizens desired to vote on this matter in November.

The Council passed this item on May 6, 2014 and the legal notices were published in the *Hattiesburg American* on May 15th, 22nd, and 29th in accordance with the law. The period for collection of signatures ended at 5pm on June 20, 2014 as stated in the Council Resolution of May 6th. No signatures were submitted by the deadline, so the next step proscribed by the law is for the Council to..."record the fact in the Minutes of the Council."

May I request that the Council consider an Agenda item styled similar to the following?

"The Council acknowledges that no signatures were submitted, of a required 1,500, requesting a referendum on the continuance of the Special 2% "Hotel" Tax in the City Limits of Hattiesburg as required by House Bill 1642. As such, this special sales tax on hotel rooms shall remain in effect."

Thank you for your consideration and I would be pleased to answer any questions concerning this issue.

Kind regards,

Rick Taylor
Executive Director

Stay with friends



City of Hattiesburg, MS

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

Master

File Number: 2014-1214

File ID: 2014-1214

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2014

Brief Title: Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2014 through June 30, 2014

Final Action:

Minute Book Number: MB2014-199

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2014 through June 30, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 07-08-UAB Docket

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014					

Text of Legislative File 2014-1214

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2014 through June 30, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2014 through June 30, 2014



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: July 1, 2014

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of May 27, 2014, through June 30, 2014 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
GILLILANDS ELECTRONICS SUPPLY CO PALADIN COMPUTER SYSTEMS	06/11/14 06/11/14	06/11/14 06/11/14	6,000.00 7,200.00	143307	TRAIN DEPOT-CODE BLUE UNITS-REPLACEMENT MAS
GIL MFG INC ADAPCO INC	06/11/14 06/11/14	06/11/14 06/11/14	27,586.48 31,625.00	143308	MOSQUITO CHEMICALS FOR CITY WIDE USE
GROVER'S PAINTING INC A-1 PAINTING	06/11/14 06/11/14	06/11/14 06/11/14	16,400.00 24,500.00	143309	CULTURAL CENTER-INTERIOR-PAINT
GRINER DRILLING SERVICE INC LYMAN WELL COMPANY	06/30/14 06/30/14	06/30/14 06/30/14	34,420.00 40,200.00	143763	REPAIR OF THE PUMP AT WELL #5 AT PLANT 2
BARNETT CONCRETE WORK LLC (BCW) TRIPLE J CONSTRUCTION	06/30/14 06/30/14	06/30/14 06/30/14	16,225.00 27,600.00	143766	ABESTOS REMOVAL

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

PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Date - 06/11/14
PO No. - 143307
Req No. - 2079

VENDOR MAILING:
GILLILANDS ELECTRONICS SUPPLY CO
PO BOX 2052
HATTIESBURG MS 39403-2052

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00001489
(601) 5454661

SHIP TO:
HBURG TRAIN DEPOT
308 NEWMAN ST
HATTIESBURG MS 39401

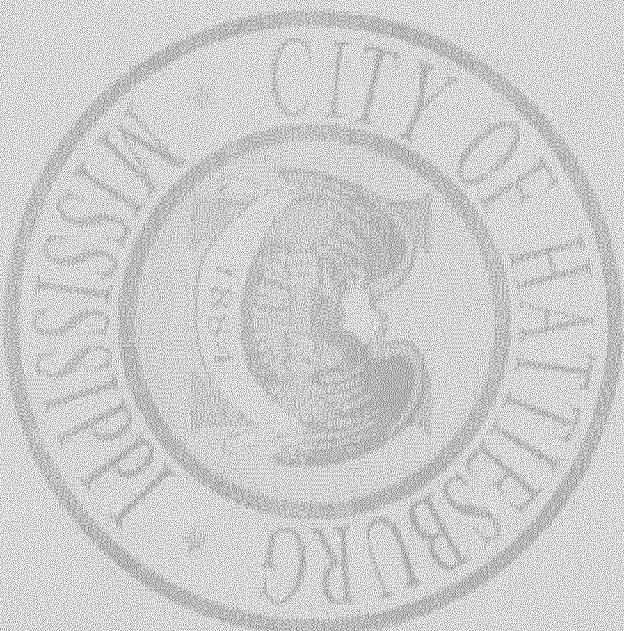
PROCESSING CODE:

PROJECT LINE: TRAIN DEPOT-CODE BLUE UNITS-REPLACEMENT MASTER CONTROLLER

SEND METHOD 1 (601)5847700

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

077650.6380	CODE BLUE SINGLE Button Analog Speakerphone Completely Installed w/ One Year Warranty on all Parts and Labor.	3.00	EA	2,000.0000	6,000.00
-------------	---	------	----	------------	----------



TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,000.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

43530

554 7720
 GILLILANDS ELECTRONICS SU
 PO BOX 2052
 HATTIESBURG MS 39403-2052

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

Page No. 5/21/14
 Date - 2079 00
 Order Number

CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Jared Gilliland
 SIGNATURE Jared B. Gilliland DATE 5/22/14

PROJECT LINE: TRAIN DEPOT-CODE BLUE UNITS-REPLACEMENT MASTER CONTROLLER

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CODE BLUE SINGLE Button Analog Speakerphone Completely Installed w/ One Year Warranty on all Parts and Labor.	05/20/14	3.00	EA	2,000.00	6,000.00	6/22/14	6/22/14

TOTAL BID PRICE 6,000.00



And
 6/14/14

43630

046 5294
 PALADIN COMPUTER SYSTEMS
 6086 US HWY W STE 2
 HATTIESBURG MS 39402

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

Mail To: . . .
 CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

Page No. 1
 Date 5/21/14
 Order Number 2079 00

Phone Number . . 601 5454512

PRINTED NAME Gus Landrum

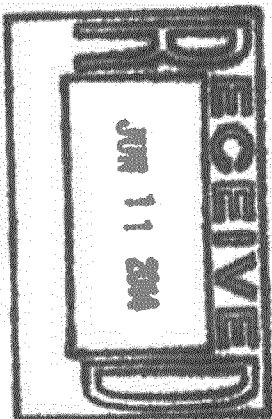
SIGNATURE Gus Landrum DATE 5/21/14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRAIN DEPOT-CODE BLUE UNITS-REPLACEMENT MASTER CONTROLLER

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CODE BLUE SINGLE Button Analog Speakerphone Completely Installed w/ One Year Warranty on all Parts and Labor.	05/20/14	3.00	EA	2400.00	7200.00		

TOTAL BID PRICE 7200.00



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

PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Date - 06/11/14
PO No. - 143308
Req No. - 2082

VENDOR MAILING:
GIL MFG INC
PO BOX 242725
MONTGOMERY AL 36124-2725

BEECH, JANET
MINUTE BOOK # PENDING
VENDOR # 00083708
(601) 5454648

SHIP TO:
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: MOSQUITO CHEMICALS FOR CITY WIDE USE

PROCESSING CODE:

SEND METHOD 1 (334)2848320

Account #

Description

QTY

UM UNIT COST

TOTAL COST

001205.5130

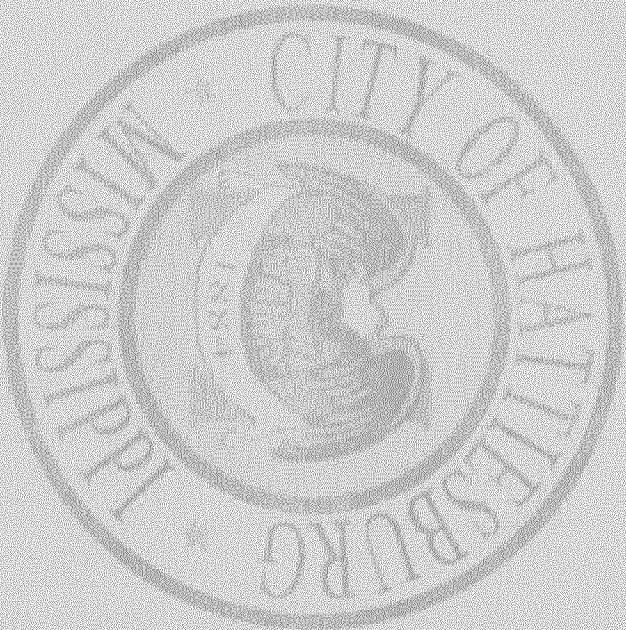
AQUA PURSUIT 20-20
PRICE PER GALLON

275.00

EA

100.3145

27,586.49



TOTAL CONTRACT AMOUNT NOT TO EXCEED

27,586.49

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

0003/003

43530

334 284 5320

GIL MFG INC
PO BOX 242725
MONTGOMERY AL 36124-2725

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To . . . CITY OF HATTIESBURG
NOT APPLICABLE

Page No. . . . 1
Date . . . 6/03/14
Order Number . . . 2062 00

PRINTED NAME Clay Gilreath

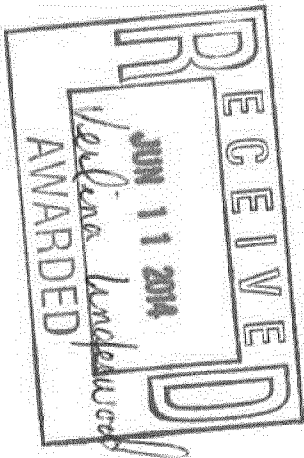
SIGNATURE [Signature] DATE 6-4-14

Shipping terms are P.O.B. destination. freight prepaid

PROJECT LINE: MOSQUITO CHEMICALS FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
AGUA PRESUIT 20-20 PRICE PER GALLON	05/30/14	275.00	EA	\$ 98.50	\$27,087.50	2-3 days	5 years

TOTAL BID PRICE: \$27,586.50



Henry Bann
OT

43530

866 330 9868
ADAPCO INC
550 AERO LN
SANFORD FL 32771-6342

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To CITY OF HATTIESBURG
NOT APPLICABLE

Page No. . . . 6/03/14
Date 2082 02
Order Number . . .

PRINTED NAME ADAPCO, Inc.

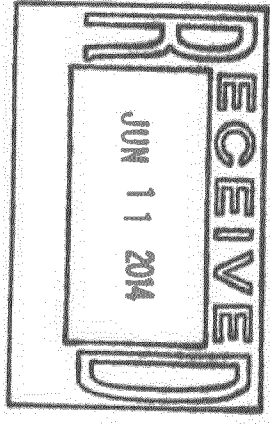
SIGNATURE [Signature] DATE 6/3/14
Jason Trumbetta, National Sales Manager

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOSQUITO CHEMICALS FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
AQUA PURSUIT 20-20 PRICE PER GALLON	05/30/14	275.00	EA	\$115.00/gl	\$31,625.00	1-2 Day ARO 12/31/2014	

TOTAL BID PRICE \$31,625.00



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

PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Date - 06/11/14
PO No. - 143309
Req No. - 2084

VENDOR MAILING:
GROVER'S PAINTING INC
40 DEEP SOUTH LN
PO BOX 220
PURVIS MS 39475-0220

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00082914

(601) 5454661

SHIP TO:
HATTIESBURG CULTURAL CENTER
723 MAIN STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: CULTURAL CENTER-INTERIOR-PAINT

SEND METHOD 1 (601)7940444

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

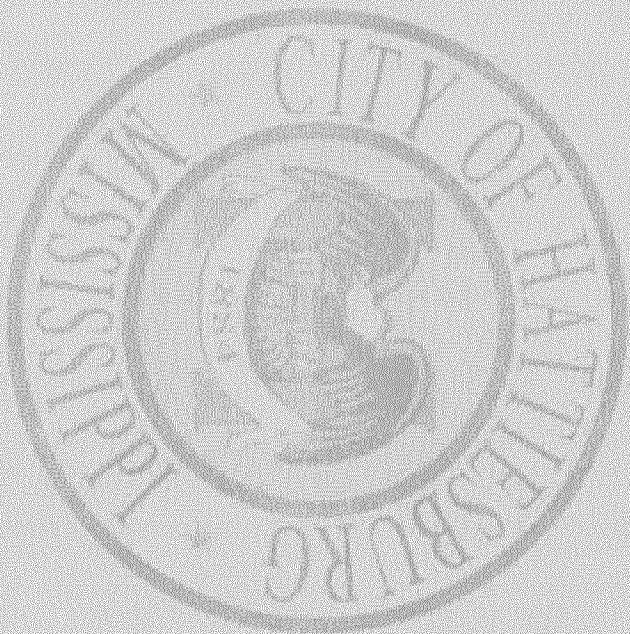
077650.6392

REPAIR PLASTER
and repaint Cultural Center Interior Complete on all 3
floors. Revarnish all wood complete as per specifications

EA

16,400.0000

16,400.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

16,400.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

CITY OF HATTIESBURG
Parks and Recreation Department
PAINT SPECIFICATIONS
Hattiesburg Cultural Center

Contractor shall furnish all material, labor and equipment to paint all exterior and interior surfaces at Hattiesburg Cultural Center, 723 North Main Street, Hattiesburg, Mississippi as per specifications.

Contractor shall visit site before bidding and confirm all conditions and quantities.

Contractor should be prepared to begin work on this project immediately after receipt of purchase order, as this is a time sensitive project with events to be ongoing. Work shall be completed within ninety (90) calendar days of receipt of purchase order.

All work done shall be in accordance with all City, State, and Federal codes. Contractor is responsible for obtaining all necessary permits. Permit will be provided in advance from Mississippi Department of Archives and History for this project.

Contractor is responsible for cleanliness of work site. Work site shall be secured and barricaded each day in an effort to prevent injury to the public. Contractor shall coordinate work schedule with Hattiesburg Parks and Recreation, Cultural Affairs Division pertaining to ongoing events at the Cultural Center.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractors shall also provide certificate of responsibility on bids required by law.

Specific manufactures and/or products listed throughout the specifications are for comparison purposes only and are only intended to establish a minimum level of capability and quality. It is not the City's intention to restrict or inhibit any vendor from bidding other material than those listed in these specifications. Contractor shall provide specification sheet for all material used in this project as part of the bid package.

Contractor shall provide one (1) year warranty on all workmanship.

Scope of Work:

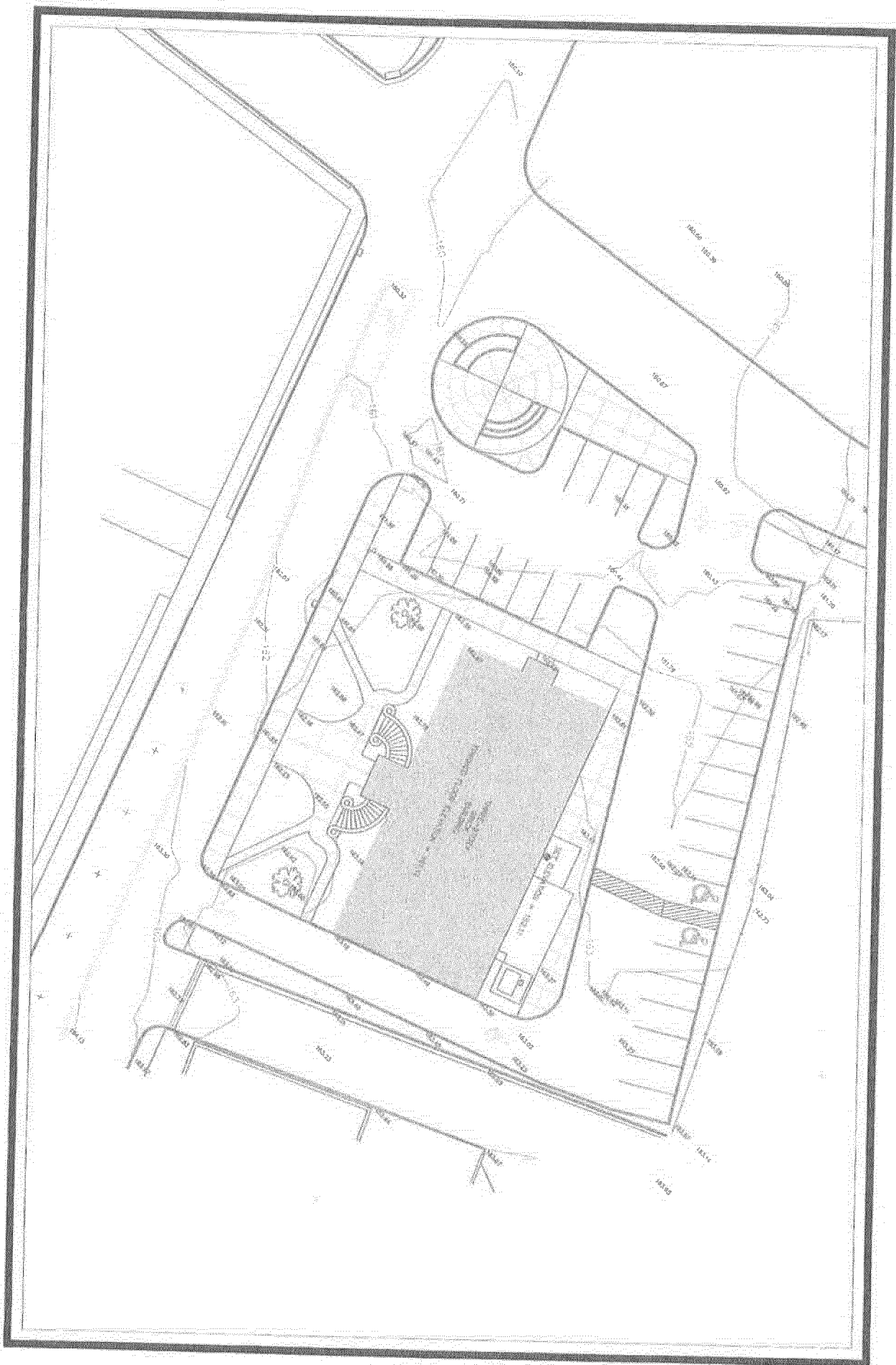
A. Hattiesburg Cultural Center

1. Vendor shall scrape, low pressure wash and prepare all exterior surfaces including exterior walls, doors, ceilings, trim, iron-work, stucco, windows, soffit, and fascia for paint. Vendor shall low pressure wash brick in a manner in which not to disturb grout. Vendor shall use cleaning solution to clean soiled areas. Vendor shall pressure wash all concrete floor and sidewalk surrounding the center using appropriate cleaning solution for masonry. Vendor shall take notice off all pavers, lighting fixtures, or other items set in concrete walks, and heed their care while cleaning.
2. Vendor shall caulk all windows, doors, and fascia areas with forty-five (45) year painters caulk C950A or equal.
3. Vendor shall take appropriate measures to secure from overspray, drips, or other unintended intrusions of paint by using tape and drop clothes. Vendor will be responsible for the removal of such unintended paint.
4. Vendor shall spot prime and paint all previously painted areas such as Facia, Soffit, Windows, and trim with one (1) coat of Sherwin Williams A-100 Exterior Latex Satin Finish #A82W00051 for a complete finish.
5. Vendor shall refinish all wood doors with minimum of (1) coat of Sherwin Williams Wood Classics Polyurethane Varnish Hand Rubbed Satin Clear Finish A67F00001.
6. Vendor shall repair all damaged plaster to historical finish by using methods recommended by MS Department of Archives and History.
7. Vendor shall repair all damaged interior wood trim work to historical condition.
8. Vendor shall reseal all interior wood trim with minimum (1) one coat Sherwin Williams Wood Classics Polyurethane Varnish Hand Rubbed Satin Clear Finish A67F00001.
9. Vendor shall spot prime and paint all previously painted interior gypsum board and plaster walls using minimum of (1) coat Sherwin Williams ProMar 200 Zero VOC Interior Latex Low Sheen Finish B24W02651. All color schemes shall remain the same as existing.

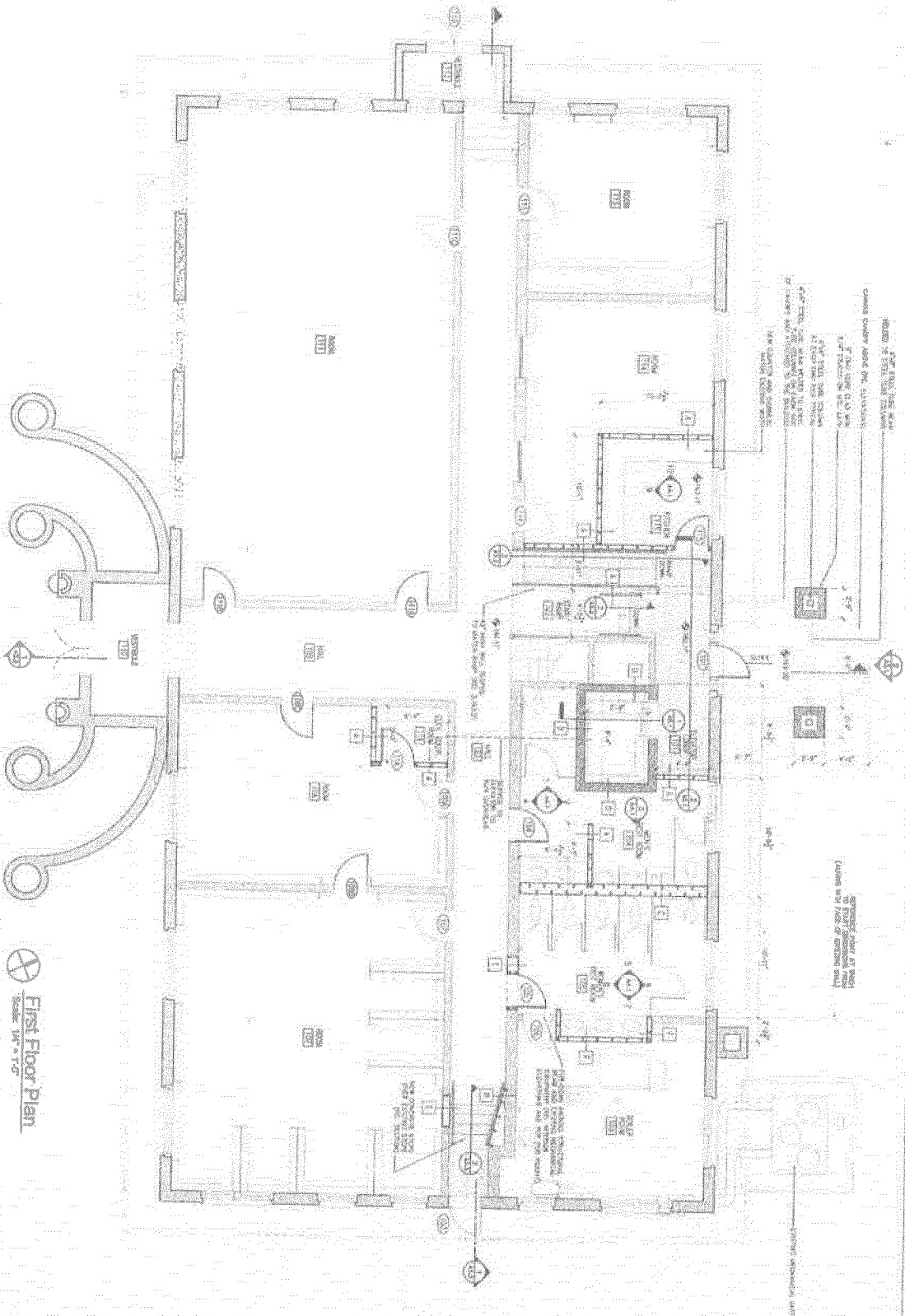












First Floor Plan
Scale: 1/4" = 1'-0"

1.07.96
A1.1
HATTIESBURG
MISSISSIPPI



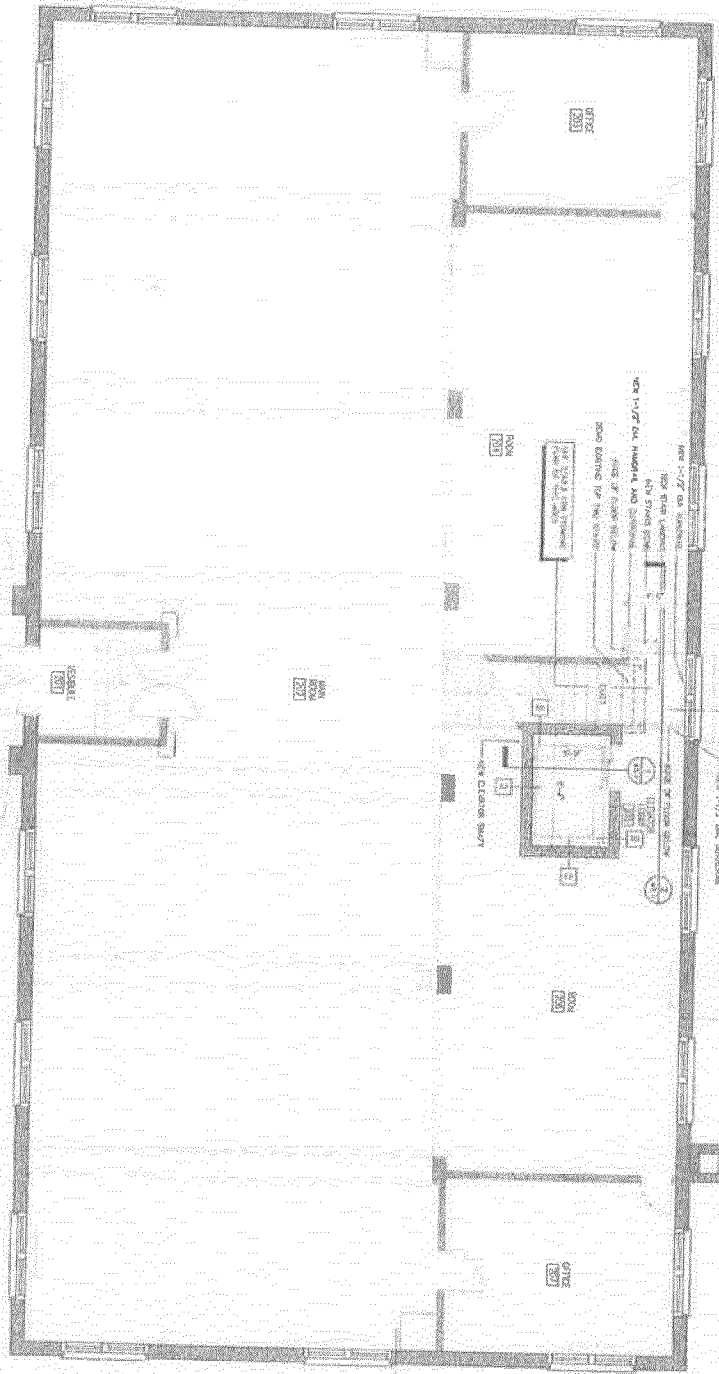
DESIGNED BY
L.A.A.
66120
CHINA ST
HATTIESBURG, MS

HATTIESBURG CULTURAL CENTER
(OLD LIBRARY)
HATTIESBURG, MISSISSIPPI

ALBERT & ASSOCIATE ARCHITECTS, P.A.

1000 1/2 STREET, S.W.
ATLANTA, GA 30334
PHONE (404) 525-1111
FAX (404) 525-1112





Second Floor Plan
Scale: 1/4" = 1'-0"

A1.2
1. OCT 79
Scale: 1/4" = 1'-0"



HATTIESBURG CULTURAL CENTER
(OLD LIBRARY)
HATTIESBURG, MISSISSIPPI

ALBERT & ASSOCIATES ARCHITECTS, P.A.

DATE: 10/20/79
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



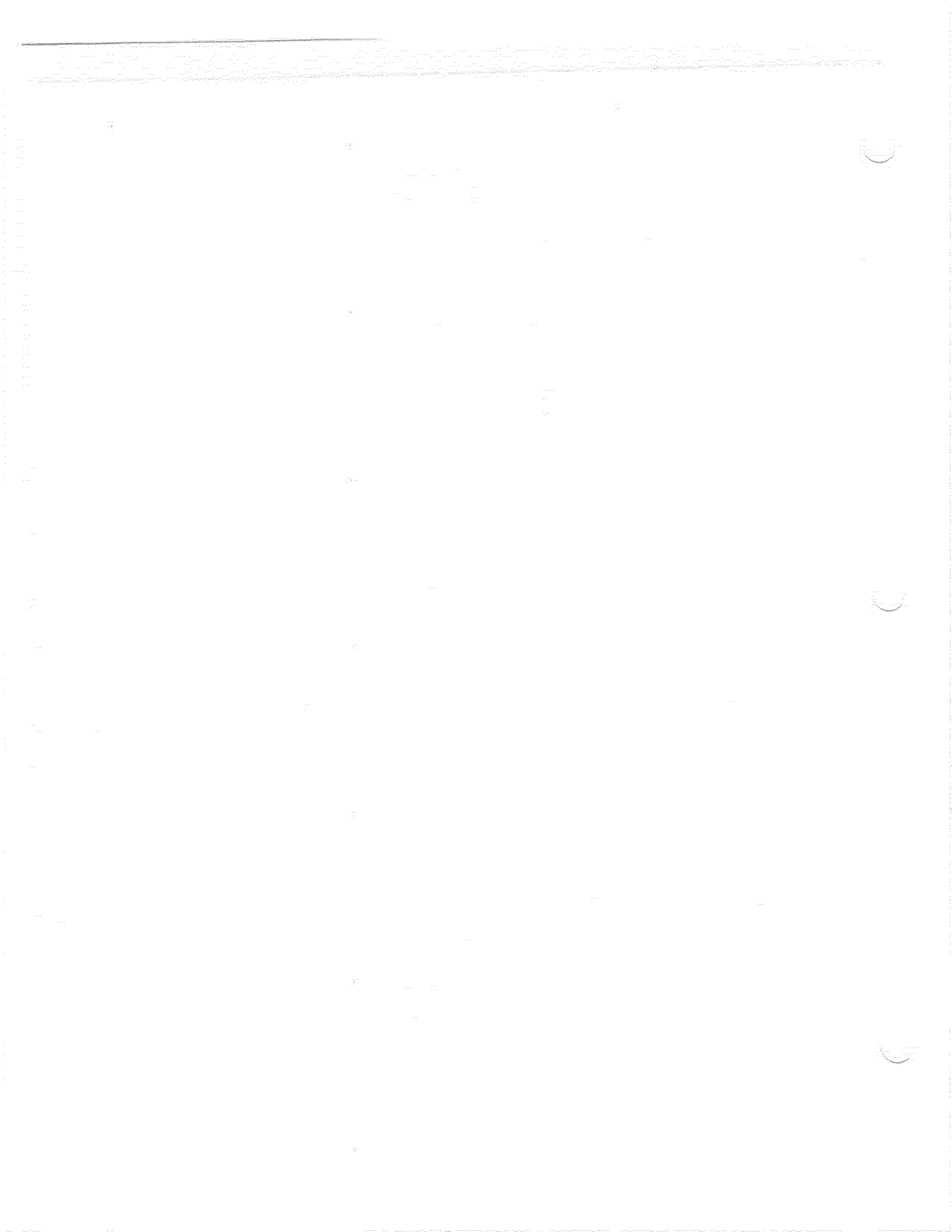
**SHERWIN
WILLIAMS.**

Cultural Center
Hattiesburg, MS

HATTIESBURG* CITY OF
PO BOX 1898
PURCHASING DEPT
HATTIESBURG, MS 394031898

Prepared By:

Corey Papp
Sales Representative
swrep6244@sherwin.com
Cell# 601-299-2186
(601) 544-4920





SCHEDULE

Exterior Finishes

Repaint

Finish: A82W00051 - A-100® Exterior Latex Satin

Interior Finishes

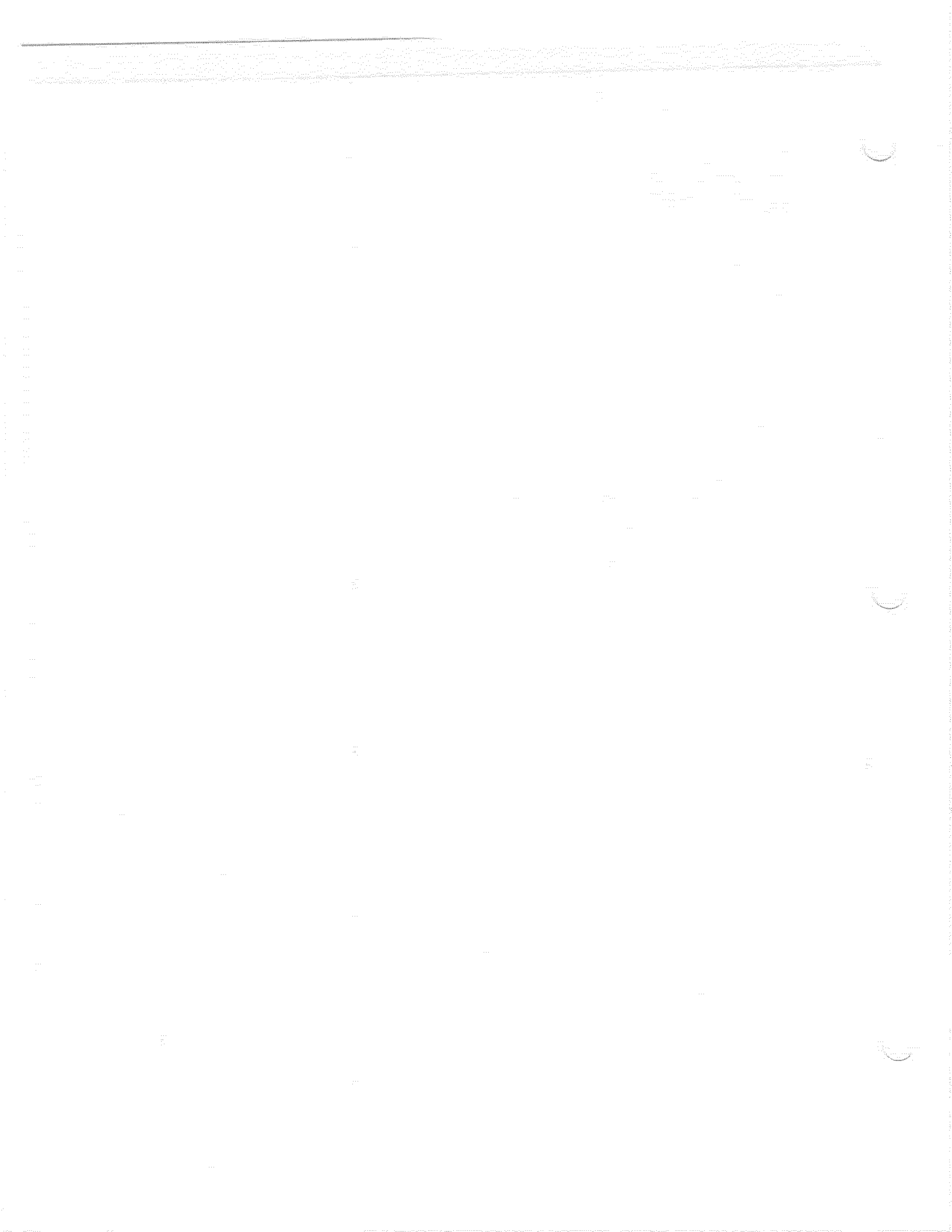
Wood Sealer

Finish: A67F00001 - Wood Classics® Polyurethane Varnish Hand Rubbed Satin Clear

Gypsum Board & Plaster (Walls)

Finish: B24W02651 - ProMar® 200 Zero VOC Interior Latex Low Sheen

END OF SECTION

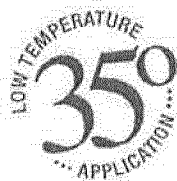


Data Pages





**SHERWIN
WILLIAMS.**



102.11

A-100®

EXTERIOR LATEX SATIN A82 SERIES

CHARACTERISTICS	SPECIFICATIONS	SURFACE PREPARATION															
A-100 Exterior Latex Satin is recommended for use on aluminum, vinyl siding, and wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F. Colors: most colors Coverage: 350 - 400 sq ft/gal @ 4 mils wet; 1.3 mils dry Drying Time, @ 50% RH: temperature and humidity dependent @ 35-45°F @ 45°F + Touch: 2 hour 2 hours Recoat: 24-48 hours 4 hours Flash Point: N/A Finish: 10-20 units @ 60° Tinting with Blend-A-Color: <table><thead><tr><th>Base</th><th>oz/gal</th><th>Strength</th></tr></thead><tbody><tr><td>Extra White</td><td>0-5</td><td>100%</td></tr><tr><td>Light Yellow</td><td>4-12</td><td>100%</td></tr><tr><td>Deep Base</td><td>4-12</td><td>100%</td></tr><tr><td>Ultradeep Base</td><td>4-12</td><td>100%</td></tr></tbody></table> Vehicle Type: Acrylic A82W51 VOC (less exempt solvents): 109 g/L; 0.91 lb/gal Volume Solids: 33 ± 2% Weight Solids: 45 ± 2% Weight per Gallon: 10.1 lb OTC Compliant Mildew Resistant This coating contains agents which inhibit the growth of mildew on the surface of this coating film.	Base	oz/gal	Strength	Extra White	0-5	100%	Light Yellow	4-12	100%	Deep Base	4-12	100%	Ultradeep Base	4-12	100%	Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions. Aluminum & Aluminum Siding¹ 2 cts. A-100 Exterior Latex Satin Concrete Block, CMU, Split face Block 1 ct. Loxon Block Surfer 2 cts. A-100 Exterior Latex Satin Brick 1 ct. Loxon Conditioner² 2 cts. A-100 Exterior Latex Satin Cement Composition Siding/Panels 1 ct. Loxon Masonry Primer or Loxon Conditioner² 2 cts. A-100 Exterior Latex Satin Galvanized Steel¹ 2 cts. A-100 Exterior Latex Satin Stucco, Cement, Concrete 1 ct. Loxon Masonry Primer 2 cts. A-100 Exterior Latex Satin Plywood 1 ct. A-100 Exterior Latex Wood Primer 2 cts. A-100 Exterior Latex Satin Steel¹ 1 ct. All Surface Enamel Latex Primer² 2 cts. A-100 Exterior Latex Satin Vinyl Siding 2 cts. A-100 Exterior Latex Satin Wood, Composition Board 1 ct. A-100 Oil Exterior Stain Blocking Primer 2 cts. A-100 Exterior Latex Satin ¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher. ² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.	WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with PrepRite® ProBlock® Primer Sealer. Aluminum and Galvanized Steel Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, steel wool, or other abrading method. Cement Composition Siding/Panels Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Acrylic Primer.
Base	oz/gal	Strength															
Extra White	0-5	100%															
Light Yellow	4-12	100%															
Deep Base	4-12	100%															
Ultradeep Base	4-12	100%															

102.11

A-100®

**EXTERIOR LATEX SATIN
A82 SERIES**



**SHERWIN
WILLIAMS.**

SURFACE PREPARATION

Masonry, Concrete, Cement, Block

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Acrylic Primer. Cracks, voids, and other holes should be repaired with ConSeal Patch or Sealant.

Steel

Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 5-7 days and prime with Loxon Masonry Primer. Repair cracks, voids, and other holes with ConSeal™ Patches and Sealants.

Vinyl

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color. Painting with darker colors may cause the siding to warp.

Wood, Plywood, Composition Board

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.

Caulking

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

SURFACE PREPARATION

Mildew

Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

No reduction necessary.

Brush

Use a nylon/polyester brush.

Roller

Use a 3/8" - 3/4" nap synthetic cover.

Spray—Airless

Pressure 2000 psi

Tip015"-.019"

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment.

Follow manufacturer's safety recommendations when using mineral spirits.

CAUTIONS

For exterior use only.
Protect from freezing.
Non-photochemically reactive.

LABEL CAUTION

CAUTION contains CRYSTALLINE SILICA and ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE:** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 03/17/2006 A82W00051 13 00

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.



**SHERWIN
WILLIAMS.**

106.02

WOOD CLASSICS®

Polyurethane Varnish A67 Series

As of 12/01/2012, Complies with:			
OTC	No	LEED® 09 CI	N/A
SCAQMD	No	LEED® 09 NC	N/A
CARB	No	LEED® 09 CS	N/A
CARB SCM 2007	No	LEED® H	N/A
MPI#	56, 57 (Gloss)	NGBS	N/A

CHARACTERISTICS

The Wood Classics System is designed for use on architectural wood in commercial, institutional, and residential new construction and also for refinishing.

Wood Classics Polyurethane Varnish provides a rich, even finish with excellent durability, abrasion resistance, and resistance to many household spills.

Color: Clear Amber

Coverage: 350 - 400 sq ft/gal

@ 4 mils wet; 1.4 to 1.7 mils dry

Drying Time, @ 77°F, 50% RH:

Touch: 2 hours

To Sand:

Scuff sand: 8-10 hours

Aggressive sanding: overnight

Recoat: after 12 hours and before 48

Dry to use/service:

Light Traffic 24 hours

Heavy Traffic 3 days

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: Gloss 90-95 units @ 60°

Satin 25-30 units @ 60°

Vehicle Type: Polyurethane Alkyd

A67V00001

Gloss Satin

Flash Point: 117°F 105°F

VOC: g/L 447 492

lb/gal 3.73 4.11

Volume Solids ± 2%: 43 36

Weight Solids ± 2%: 49 44

Weight per Gallon, lb: 7.4 7.3

SPECIFICATION

Suggested system:

Tough, Abrasion Resistant

1st: Wood Classics Stain (optional)

2nd: Wood Classics Polyurethane Varnish

3rd: Wood Classics Polyurethane Varnish

Shading with Wood Classics Stain:

Base oz/gal **Strength**

Clear 0-2 not controlled

Tinting with Blend-A-Color Toner:

Base oz/gal **Strength**

Clear 0-1 not controlled

White or light colors

When used over a white or very light stain color this product will impart a slight yellow cast to the final appearance.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Wood must be dry and cleaned of dirt, grease, wax, polish, and marks. Old finishes in poor condition should be completely removed and the surface treated as a new surface.

New wood should be stored inside for a minimum of 24 hours prior to staining. Stain or varnish applied to wood that has not been dried thoroughly can exhibit blotching, discoloration, or cracking.

Sand wood to a smooth surface using 100-120 grit paper. Remove sanding dust with a vacuum or tack cloth.

Avoid sanding wood that has only stain on it, sanding will remove some of the stain creating an uneven appearance.



**SHERWIN
WILLIAMS.**

106.02

WOOD CLASSICS®

Polyurethane Varnish

A67 Series

APPLICATION	CLEANUP INFORMATION	CAUTIONS
Be sure the temperature is above 50°F, and the humidity is below 85%. Do not shake. Stir Satin gently during use. No reduction necessary. Brush—Use a natural bristle brush. Brush out evenly, avoid unnecessary brushing into already coated areas. Avoid over-brushing which causes bubbling. Spray—Airless Pressure..... 2000 psi Tip..... .008" - .013" Spray—Conventional Air Pressure..... 50 psi Fluid Pressure..... 10-20 psi Cap/Tip..... 704/FF HVLP Unit..... Graco 3800 or 4900 Gun..... 960 Tip..... 1.4 -1.6 mm Staining may raise the grain of the wood, developing a slight texture. After the first coat of varnish is applied, if sanding is needed to eliminate this texture, allow overnight drying before sanding. Very lightly scuff sand between coats using 180 or finer grit sandpaper. Although not as effective as sandpaper, steel wool and synthetic abrasive pads may be used for very light sanding. If aggressive sanding is required, allow the varnish to dry overnight. Remove sanding dust with a vacuum or tack cloth. After the last coat of varnish is applied, allow overnight drying before using the varnished item. For floors, allow to dry 24 hours for light foot traffic and 3 days for heavy wear areas.	Clean spills, spatters, and tools immediately after use with mineral spirits. Follow manufacturer's safety recommendations when using mineral spirits.	For interior use only. Limited durability on surfaces exposed to direct sunlight, such as window sills. Not for use on surfaces continuously wet or under water. Not for use under vehicles (cars/trucks). Do not use over sanding sealers, peeling will occur. LABEL CAUTIONS: CAUTION contains ALIPHATIC HYDROCARBONS. Contents are COMBUSTIBLE. Keep away from heat and open flame. VAPOR HARMFUL. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiratory difficulty, provide fresh air and call physician. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations. HOTW 04/01/2013 A67V00001 18 00 The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.



**SHERWIN
WILLIAMS.**



101.82

PROMAR[®] 200 Zero VOC Interior Latex Low Sheen B24-2600 Series

As of 08/01/2013, Complies with:			
OTC	Yes	LEED [®] 09 CI	Yes
SCAQMD	Yes	LEED [®] 09 NC	Yes
CARB	Yes	LEED [®] 09 CS	Yes
CARB SCM 2007	Yes	LEED [®] 09 H & S	Yes
MPI #	44, 144	NGBS	Yes

CHARACTERISTICS

ProMar 200 Zero VOC Interior Latex Low Sheen is a durable, professional quality, interior vinyl acrylic finish which dries to a soft, low angle sheen, perfect for use in areas that require a more scrubbable surface, but where a low gloss is desired. ProMar 200 Zero VOC Low Sheen is recommended for use on walls, ceilings, and trim of primed plaster, wallboard, wood, masonry, and primed metal.

Color: most colors
To optimize hide and color development, always use the recommended P-Shadow primer.

Coverage: 350 - 400 sq ft/gal
@ 4 mils wet; 1.6 mils dry

Drying Time, @ 77°F, 50% RH:
temperature and humidity dependent

Touch: 1 hour

Recoat: 4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent.

Finish: 25-30 units @ 85°
0-5 units @ 60°

Flash Point: N/A

Tinting with CCE only:

Base	oz/gal	Strength
High Ref White	0-5	100%
Extra White	0-6	125%
Deep Base	4-14	125%
Ultradeep	4-12	100%
Real Red	4-12	100%
Bright Yellow	4-12	100%

Vehicle Type: Vinyl Acrylic

B24W02651

VOC (less exempt solvents):

<50 g/L; 0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids: 41 ± 2%

Weight Solids: 57 ± 2%

Weight per Gallon: 11.6 lb

WVP Perms (US) 11.0

grains/(hr ft² in Hg)

Anti-microbial

This product contains agents which inhibit the growth of microbes on the surface of this paint film.

SPECIFICATIONS

Block

- 1 ct. PrepRite Block Filler*
- 2 cts. ProMar 200 Zero VOC Interior Latex

Drywall

- 1 ct. ProMar 200 Zero VOC Interior Latex Primer
- 2 cts. ProMar 200 Zero VOC Interior Latex

Masonry

- 1 ct. Loxon Concrete & Masonry Primer*
- 2 cts. ProMar 200 Zero VOC Interior Latex

Plaster

- 1 ct. Premium Wall & Wood Primer*
- 2 cts. ProMar 200 Zero VOC Interior Latex

Wood

- 1 ct. Premium Wall & Wood Primer*
- 2 cts. ProMar 200 Zero VOC Interior Latex

* These primers contain relatively low amounts of VOCs, but could result in minor, noticeable odors.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer.

Drywall

Fill cracks and holes with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.

Masonry, Concrete, Cement, Block

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer.



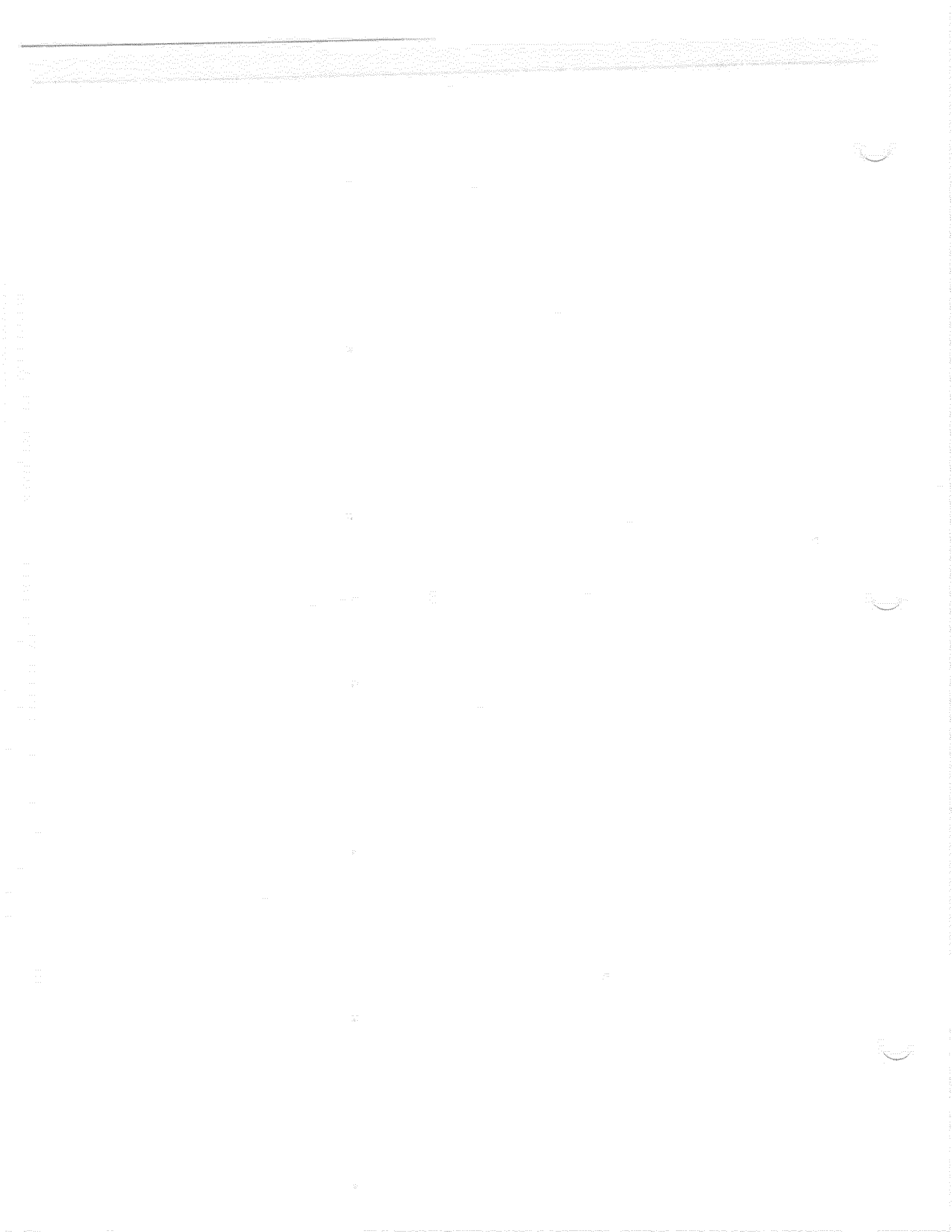
**SHERWIN
WILLIAMS.**

101.82

PROMAR[®] 200
Zero VOC
Interior Latex
Low Sheen
B24-2600 Series

<u>SURFACE PREPARATION</u>	<u>APPLICATION</u>	<u>CAUTIONS</u>
Plaster Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry. Wood Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. Mildew Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution. Caulking Gaps between walls, ceilings, crown moldings, and other interior trim can be filled with the appropriate caulk after priming the surface.	Apply at temperatures above 50°F. No reduction needed. Brush Use a nylon/polyester brush. Roller Use a 3/8" - 3/4" nap synthetic cover. Spray—Airless Pressure..... 2000 psi Tip..... .017"-.021" <u>CLEANUP INFORMATION</u> Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using mineral spirits.	For interior use only. Protect from freezing. Non-photochemically reactive. CAUTIONS Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. HOTW 03/25/2013 B24W02651 16 00 The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.

Material Safety Data Sheets



MATERIAL SAFETY DATA SHEET

A82W51
18 00

DATE OF PREPARATION
Jan 9, 2013

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

A82W51

PRODUCT NAME

A-100® Exterior Satin Latex Paint, Extra White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
2	107-21-1	Ethylene Glycol		
		ACGIH TLV	100 MG/M3 CEILING (aerosol)	
		OSHA PEL	50 PPM CEILING	0.12 mm
0.3	14464-46-1	Cristobalite		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.05 mg/m3 as Resp. Dust	
3	1332-58-7	Kaolin		
		ACGIH TLV	2 mg/m3 as Resp. Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
14	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
2	1314-13-2	Zinc Oxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

Prolonged overexposure to hazardous ingredients in Section 2 may cause adverse chronic effects to the following organs or systems:

- the liver
- the urinary system

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

HMIS Codes

Health	2*
Flammability	0
Reactivity	0

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
- INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	Not Applicable	Not Applicable	Not Applicable
			EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

- Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
- Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

- Use only with adequate ventilation.
- Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
- Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.06 lb/gal	1205 g/l
SPECIFIC GRAVITY	1.21	
BOILING POINT	212 - 388 °F	100 - 197 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	66%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
pH	9.5	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	0.91 lb/gal	109 g/l
	0.34 lb/gal	40 g/l
	Less Water and Federally Exempt Solvents	
	Emitted VOC	

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable
CONDITIONS TO AVOID
None known.

INCOMPATIBILITY
None known.

HAZARDOUS DECOMPOSITION PRODUCTS
By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION
Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

Ethylene Glycol is considered an animal teratogen. It has been shown to cause birth defects in rats and mice at high doses when given in drinking water or by gavage. There is no evidence to indicate it causes birth defects in humans.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
107-21-1	Ethylene Glycol	LC50 RAT	4HR	Not Available
		LD50 RAT		4700 mg/kg
14464-46-1	Cristobalite	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
1332-58-7	Kaolin	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
1314-13-2	Zinc Oxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION
No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity.

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (ZINC OXIDE), CLASS 9, PG III, MARINE POLLUTANT, EmS F-A, S-F, ADR (E), **

DO NOT FREEZE **

Not regulated by US DOT for domestic ocean transport to Hawaii, Alaska, Puerto Rico, and US territories.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
107-21-1	Ethylene Glycol	2	
	Zinc Compound	2	1.9

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

A67F1
21 00

DATE OF PREPARATION
May 17, 2013

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

A67F1

PRODUCT NAME

WOOD CLASSICS® Polyurethane Varnish, Satin Clear

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
56	64742-88-7	Mineral Spirits		
		ACGIH TLV	100 PPM	2 mm
		OSHA PEL	100 PPM	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

Prolonged overexposure to hazardous ingredients in Section 2 may cause adverse chronic effects to the following organs or systems:

- the liver
- the urinary system

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	2
Flammability	2
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
105 °F PMCC	1.0	6.0	Combustible, Flash above 99 and below 200 °F

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat.

Application to hot surfaces requires special precautions.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

DOL Storage Class II

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Contents are COMBUSTIBLE. Keep away from heat and open flame.

Consult NFPA Code. Use approved Bonding and Grounding procedures.

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

To minimize the possibility of spontaneous combustion: control the accumulation of overspray; soak wiping rags and waste immediately after use in a water-filled, closed metal container; air dry filters outside, far from any combustible material and separated by bricks or other non-combustible spacers; dispose of all contaminated materials and waste properly. Consult OSHA 29 CFR 1910.107(b)(5) and NFPA 33, Chapter 8 (8-9) for the proper procedures.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	7.29 lb/gal	873 g/l
SPECIFIC GRAVITY	0.88	
BOILING POINT	300 - 395 °F	148 - 201 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	64%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
4.11 lb/gal	492 g/l	Less Water and Federally Exempt Solvents
4.11 lb/gal	492 g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

No ingredient in this product is an IARC, NTP or OSHA listed carcinogen.

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
64742-88-7	Mineral Spirits	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

May be Classed as a Combustible Liquid for U.S. Ground.

UN1263, PAINT, 3, PG III, (ERG#128)

Bulk Containers may be Shipped as:

UN1263, PAINT, COMBUSTIBLE LIQUID, PG III, (ERG#128)

Canada (TDG)

May be Classed as a Combustible Liquid for Canadian Ground.

UN1263, PAINT, CLASS 3, PG III, (ERG#128)

A67F1

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity.
UN1263, PAINT, CLASS 3, PG III, (41 C c.c.), EmS F-E, S-E, ADR (D/E)

IATA/ICAO

UN1263, PAINT, 3, PG III

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
---------	-------------------	---------	-----------

No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

B24W2651
18 00

DATE OF PREPARATION
Oct 17, 2013

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B24W2651

PRODUCT NAME

PROMAR® 200 Zero VOC Interior Latex Low Sheen, Extra White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
23	471-34-1	Calcium Carbonate		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	15 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
14	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

HMIS Codes

Health	1*
Flammability	0
Reactivity	0

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	Not Applicable	Not Applicable	Not Applicable
			EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Remove all sources of ignition. Ventilate the area.
Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.
Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction). Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Required for long or repeated contact.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	11.58 lb/gal	1388 g/l
SPECIFIC GRAVITY	1.39	
BOILING POINT	212 - 213 °F	100 - 100 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	58%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
pH	9.3	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.00 lb/gal	0 g/l	Less Water and Federally Exempt Solvents
0.00 lb/gal	0 g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable****CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
---------	-------------------	---------	-----------

No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

06/04/2014 WED 9:32 FAX 6015456661 Hattiesburg Purchasing

0003/003

43330

Michael Cebal

601 794 0444
GROVER'S PAINTING INC
40 DEEP SOUTH LN
PO BOX 220
POKATKA MS 39475-0220CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To:

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Page No. 6/04/14
Date 2064 00
Order Number

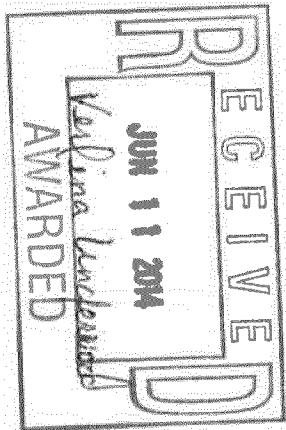
Phone Number . . 601 5454512

PRINTED NAME Michael DeansSIGNATURE [Signature] DATE 6-6-14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CULTURAL CENTER-INTERIOR-PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR PLASTER and repair Cultural Center Interior Complete on all 3 floors. Reparatish all wood complete as per specifications	06/03/14	1.00	EA				

TOTAL BID PRICE \$16,400.00

Lynn Jones (mm)

13530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/04/14
Order Number 2084 00

A-1 PAINTING
ATTN: KEN OVERSTREET
383 A V HATTEN RD
HATTIESBURG MS 39401

Mail To.
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG, MS 39401

Phone Number 601 5454512

PRINTED NAME KEN OVERSTREET

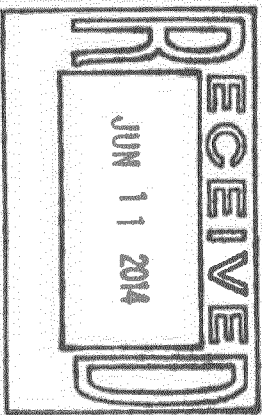
SIGNATURE Ken Overstreet DATE 6-9-14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CULTURAL CENTER-INTERIOR-PAINT

ITEM DESCRIPTION	Request Date	QTY	TM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR PLASTER and repaint Cultural Center Interior Complete on all 3 floors. Revitalize all wood complete as per specifications	06/03/14	1.00	EA				

TOTAL BID PRICE 24,500.00



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

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 06/30/14

POINT OF CONTACT:

PO No. 143763
Req No. 2078

VENDOR MAILING:
GRINER DRILLING SERVICE INC
PO DRAWER 825
COLUMBIA MS 39429-0825

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00018080
(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPAIR OF THE PUMP AT WELL #5 AT PLANT 2

SEND METHOD 1 (601)7311853

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6380	REBUILD BRONZE BOWL	1.00	EA	4,800.0000	4,800.00
009673.6380	NEW COLUMN ASSEMBLY WITH STAINLESS SHAFTING, R3 INSERTS AND BRONZE RETAINERS	1.00	EA	22,349.0000	22,349.00
009673.6380	RIG-TIME TO INSTALL	1.00	EA	6,521.0000	6,521.00
009673.6380	DISINFECT AND TEST	1.00	EA	750.0000	750.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

34,420.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

731/853
GRINER DRILLING SERVICE 1
PO BOX 825
COLUMBIA MS 39429-0825

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1896
HATTIESBURG MS 39401

Order Number . . . 2078 00

PRINTED NAME Perry Bridges

Phone Number . . . 601 5454512

SIGNATURE Perry Bridges DATE 5-22-14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR OF THE PUMP AT WELL #5 AT PLANT 2

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
REBUILD BRONZE BOWL	05/16/14	1.00	EA	\$ 4,920.00	\$ 4,920.00	30 days	8-1-14
NEW COLUMN ASSEMBLY WITH STAINLESS SHAFTING, R3 INSERTS AND BRONZE RETAINERS	05/16/14	1.00	EA	\$ 22,349.00	\$ 22,349.00	30 days	8-1-14
RIG-TIME TO INSTALL	05/16/14	1.00	EA	\$ 6521.00	\$ 6521.00	30 days	8-1-14
DISINFECT AND TEST	05/16/14	1.00	EA	\$ 7500.00	\$ 7500.00	30 days	8-1-14
TOTAL BID PRICE					\$ 34,420.00		

RECEIVED
JUN 30 2014
AWARDED
Verline Anderson

295 632 3313
 LYMAN WELL COMPANY
 15456 SUB LADNER ROAD
 GILFORD MS 39503-8400

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

Page No. 5/21/14
 Date - 2078 00
 Order Number

CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 N FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

PRINTED NAME Josh Ladner

Phone Number . . 601 5454512

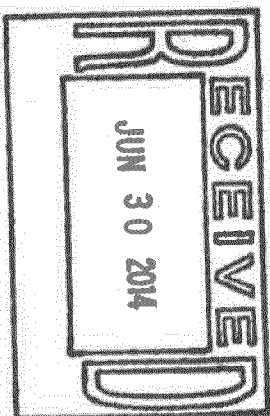
SIGNATURE [Signature] DATE 6/19/2014

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR OF THE PUMP AT WELL #5 AT PLANT 2

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REBUILD BRONZE BOWL	05/16/14	1.00	EA	7,000.00	7,000.00	8/10/14	8/30/14
NEW COLUMN ASSEMBLY WITH STAINLESS SHAPING, B3 INSERTS AND BRONZE RETAINERS	05/16/14	1.00	EA	25,000.00	25,000.00	8/10/14	8/30/14
RIG-TIME TO INSTALL	05/16/14	1.00	EA	7,000.00	7,000.00	8/10/14	8/30/14
DISINPECT AND TEST	05/16/14	1.00	EA	12,000.00	12,000.00	8/10/14	8/30/14

TOTAL BID PRICE 49,000.00



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

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 06/30/14
PO No. 143766
Req No. 2085

VENDOR MAILING:
BARNETT CONCRETE WORK LLC
LEMANUEL AARON BARNETT
137 RED ROAN RD
HATTIESBURG MS 39402-7793

JACKSON, STACY A
MINUTE BOOK # PENDING
VENDOR # 00090791
(601) 5454675

SHIP TO:
CITY OF HATTIESBURG
CITY HALL-LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: ABESTOS REMOVAL

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001180.6014	402 W. 4TH ST ABESTOS REMOVAL	1.00	EA	2,170.0000	2,170.00
001180.6014	607 LAFAYETTE ST ABESTOS REMOVAL	1.00	EA	1,120.0000	1,120.00
001180.6014	201 1/2 WILLIS AVE ABESTOS REMOVAL	1.00	EA	1,048.0000	1,048.00
001180.6014	1000 ATLANTA ST ABESTOS REMOVAL	1.00	EA	545.0000	545.00
001180.6014	913 MOBILE ST ABESTOS REMOVAL	1.00	EA	1,320.0000	1,320.00
001180.6014	616 NEW ORLEANS ST ABESTOS REMOVAL	1.00	EA	1,640.0000	1,640.00
001180.6014	900 E. 6TH ST ABESTOS REMOVAL	1.00	EA	1,048.0000	1,048.00
001180.6014	203 MALLORY ST ABESTOS REMOVAL	1.00	EA	1,232.0000	1,232.00
001180.6014	311 PAULINE ST ABESTOS REMOVAL	1.00	EA	416.0000	416.00
001180.6014	312 E. 9TH ST ABESTOS REMOVAL	1.00	EA	858.0000	858.00
001180.6014	527 E. 7TH ST ABESTOS REMOVAL	1.00	EA	4,828.0000	4,828.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

16,225.00

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

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

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

133300

QUOTE REQUEST RESPONSE FORM

Date - 6/16/14
Order Number : 20855 04

601 396 6043
BARNETT CONCRETE WORK LLC
LEONARD AARON BARNETT
157 RED ROAN RD
HATTIESBURG MS 39402-1793

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1598
HATTIESBURG MS 39401

Phone Number - 601 5454512

PRINTED NAME Barnett Barnett

SIGNATURE [Signature] DATE

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: ASBESTOS REMOVAL

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expire Date
402 1/2 4TH ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14
507 LAFAVETTE ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14
201 1/2 WILLIS AVE ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14
4000 ATLANTA ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14
913 WHITE ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14
616 1ST ORLEANS ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14
300 E 6TH ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14
203 WALTON ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1.00	1.00	6-20-14	7-6-14

PROJECT LINE: ASBESTOS REMOVAL

QUOTE REQUEST RESPONSE FORM

AGRE NO. 6/16/14
Date 2005 ON

ITEM DESCRIPTION

21 MCAL ST
ASBESTOS REMOVAL

Request
Date

QTY

Unit Price

Extended
Cost

Delivery
Date

Expire
Date

06/16/14

1.00

EA

0

0

6/20/14

7-6-14

311 PAIZINE ST
ASBESTOS REMOVAL

06/16/14

1.00

EA

1.00

4/16

6/20/14

7-6-14

312 E. 9TH ST
ASBESTOS REMOVAL

06/16/14

1.00

EA

1.00

958

6/20/14

7-6-14

527 E. 7TH ST
ASBESTOS REMOVAL

06/16/14

1.00

EA

1.00

4808

6/20/14

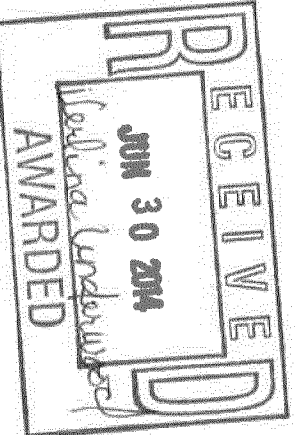
7-6-14

TOTAL BID PRICE 17,025.00

W. J. ...

16,225.00

6/27/14



43530

P1/1

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

601 846 0446
TRIPLE J CONSTRUCTION
1705 MT ZION ROAD
MAGEE MS 39111

CITY OF HATTIESBURG
PURCHASING DIVISION
320 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 6/16/14
Date 2005 00
Order Number

Phone Number . . 601 5454512

PRINTED NAME John Lee II

SIGNATURE [Signature] DATE 6/19/2014

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: ASBESTOS REMOVAL

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
402 W 4TH ST ASBESTOS REMOVAL	06/16/14	1.00	EA	3300		6/19/14	6/30/14
607 LAFAYETTE ST	06/16/14	1.00	EA	2000		6/19/14	6/30/14
201 1/2 WILLIS AVE	06/16/14	1.00	EA	1800		6/19/14	6/30/14
1000 ATLANTA ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1500		6/19/14	6/30/14
913 MOBILE ST ASBESTOS REMOVAL	06/16/14	1.00	EA	2500		6/19/14	6/30/14
616 NEW ORLEANS ST ASBESTOS REMOVAL	06/16/14	1.00	EA	2300		6/19/14	6/30/14
900 E 6TH ST ASBESTOS REMOVAL	06/16/14	1.00	EA	2500		6/19/14	6/30/14
203 MALLORY ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1700		6/19/14	6/30/14

P 1/1

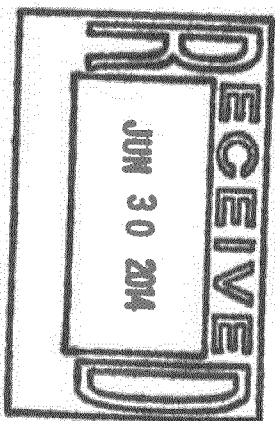
PROJECT LINE: ASBESTOS REMOVAL

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . 2
Date . . . 6/16/14
Order Number . . . 2085 00

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Required Date
21 MCCALL ST ASBESTOS REMOVAL	06/16/14	1.00	EA	7,000.00		6/17	6/17
311 PAULINE ST ASBESTOS REMOVAL	06/16/14	1.00	EA	1,700.00		6/17	6/18
312 E 9TH ST ASBESTOS REMOVAL	06/16/14	1.00	EA	2,000.00		6/18	6/18
527 E 7TH ST ASBESTOS REMOVAL	06/16/14	1.00	EA	6,000.00		6/17	6/18

TOTAL BID PRICE \$7,600.





City of Hattiesburg, MS

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

Master

File Number: 2014-1217

File ID: 2014-1217

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2014

Brief Title: Acknowledge bids received on June 30, 2014 for Building Materials and Supplies for the 4th Street Medical Clinic and accept the bid from Marvin's Building Supply

Final Action:

Minute Book Number: MB2014-199

Title:

Acknowledge bids received on June 30, 2014 for Building Materials and Supplies for the 4th Street Medical Clinic and accept the bid from Marvin's Building Supply at a cost of \$8,875.69 as the lowest and best complete bid received.

Notes:

Sponsors:

Enactment Date:

Attachments: 07-08-Accept Medical Clinic Supplies

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014					

Text of Legislative File 2014-1217

Title

Acknowledge bids received on June 30, 2014 for Building Materials and Supplies for the 4th Street Medical Clinic and accept the bid from Marvin's Building Supply at a cost of \$8,875.69 as the lowest and best complete bid received.

Summary

Acknowledge bids received on June 30, 2014 for Building Materials and Supplies for the 4th Street Medical Clinic and accept the bid from Marvin's Building Supply

SPECIFICATIONS FOR: BUILDING MATERIALS AND SUPPLIES FOR THE 4TH STREET MEDICAL CLINIC

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Monday, June 30, 2014, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

BUILDING MATERIALS AND SUPPLIES FOR THE 4TH STREET MEDICAL CLINIC

SUBMITTED BY 10:00 A.M. JUNE 30, 2014

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 20th day of May A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

4th Medical Clinic Facility/ Building Materials

Qty	Description
2	220 white picture windows 4x4 colite clear insulated glass w/no nail finish Size: 47 1/2x 51 1/2
2	Front Door 3068 (6) panel entry door unit, 6 3/4 Jamb F J open out no outside casing US 15' hinges w/mill finish access Stll (1) left hand & (1) right hand
1	Rear Doors, masonry opening 40"x81" 3068-flush steel unit 7 7/8 frame savor jamb US 15 hinge R H opens out w/mill finish access stll special cut down to 79 1/4 f rame height
1 box	22" drawer guide
25 sheets	3/4 birch 9-ply
150ft	1x8 maple linear board feet (14 or 16 ft. long)
2	48x96 # 303-58 Formica
2	48x120 # 303-58 Formica
8 pcs	8 pcs Metal Scotia Large
10 cans	Sta Put
45	1/2 4x12 sheetrock
35	1/2 4x8 sheetrock
2	5-gal sheetrock mud
3 bx	sheetrock mud
15	1 1/4 sheetrock screws
3	250' sheetrock tape
6	8' galv corner BE
15bx	2x2 ceiling tile
12 pcs	hanging wire
20	main runners
60	4' cross tees

60	2' cross tees
25	wall molding
10 rolls	3x15 B-11 insulation
4	Sq T tab black shingles
4	3068 Int H/C Luan unit L H
4	3068 Int HC/ Luan unit R H
6pr.	Satin nickel cabinet hinge
12	pulls 3910 satin nickel
20	pulls P-106 satin nickel
1	EEZS8L 8-gal barrier free wall mount water cooler
1	1/2 x16 pvc dbl sj ext. tube
2	1-1/2 x 1 1/4 universal pvc p-trap
2	1/4 turn com stop
12	Caddy bar hanger
12	oz Gedney 1-1/2 oct. box
25	EGS 4" sq
15	EGS 4 in sq. sw ring
2	TLED 402 Tracelite
2	ATLAS 43 w Wallpack LED
5 gal.	Satin exterior white
3 gal.	Satin exterior (SW6119)
3 gal.	Semi-gloss interior (SW6133)
25gal.	Satin interior (SW 6136)
5 pails	Primer
2 gal.	Red floor paint

4 gal.	Fruitwood wiping stain
2 gal.	paint thinner
6	3" latex brush
4	2 1/2" angle brush
1	10lb bag of rags
12	Tuffboy caulk
3	color putty
945 FT.	Mann VCT-Essential assorted color #173 Otter Brown (Vintil-606)
2	M-Guard V-11 VCT ADH 4-GALLON
480 LF	Johnsonite 4" rubber wallbase VIN 617, assorted DC-150 Wetlands
10pc	Vintil 259, Johnsonite 4" out corner DC-15, Wetlands outside corner
9	FLRSUP- 1039 Jhn 960 cove base adhesive 960300Z
2	FLRSUP- 1470 gun trowel 1/16x1/16

BID

BUILDING MATERIALS AND SUPPLIES 4TH STREET MEDICAL CLINIC

SUBMITTED BY 10:00 AM JUNE 30, 2014

BIDDER

MARVIN'S BUILDING SUPPLY

6888 HWY 49 NORTH

HATTIESBURG, MS 39402

FILED

JUN 30 2014

EDDIE W. MYERS, CLERK
Deputy Clerk

The below bid(s) is for the total of the attached material list received for the 4th Street Medical Clinic Project. Bid is for exact items or their manufactured equivalents. Not all product are stock items and nominal lead time required to receive. All material is quoted delivered to job site.

BID TOTAL

\$8875.69 W/O TAX

IF SALES TAX NEED TO BE APPLIED

BID TOTAL

\$9494.85 INCLUDING TAX

Contact: Dan Ellis

Ph 601-264-4404

Fax 601-264-9795

E-Mail cmsls15@marvins.com

PRICE QUOTATION

Customer Name: HATTIESBURG*CITY OF
Address: PURCHASING DEPT
PO BOX 1898

Date: 06/19/14
Telephone: (601)545-4513
Account #: 7149-9854-9

City: HATTIESBURG State: MS Zip: 39403 1898

Authorized Representative: BID

Project Name No: BUILDING MATERIALS & SUPPLIES FOR 4TH ST MED CLN

Project Start Date: __/__/__ Project Completion Date: __/__/__

Check one: Single Purchase ? : X Annual Requirements ? : __

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

SALES No.	SIZE	PROD No.	DESCRIPTION	QTY	PRICE	EX PRICE
154-0749	EACH		5-GAL SHEETROCK MUD	2	13.50	27.00
154-0640	EACH		BOX OF SHEETROCK MUD	3	8.50	25.50
155-7875	EACH		250' SHEETROCK TAPE	3	1.49	4.47
6405-14915	GALLON	A82W51	SATIN EXTERIOR WHITE	5	21.99	109.95
6405-14915	GALLON	A82W51	SATIN EXTERIOR 6119	3	21.99	65.97
6503-62957	GALLON	B31W4651	SEMI GLOSS INT 6133	3	20.99	62.97
6503-62908	GALLON	B20W4651	SATIN INTERIOR 6136	25	17.99	449.75
6501-32632	GALLON	B28W8601	PRIMER	5	10.99	54.95
6502-02922	GALLON	A32T254	RED FLOOR PAINT	2	27.50	55.00
	GALLON		FRUITWOOD WIPING STN	4	23.50	94.00
594-0333	GALLON		PAINT THINNER	2	6.99	13.98
171-3825	3 INCH		3" LATEX BRUSH	6	9.75	58.50
171-3817	2 1/2"		2 1/2" ANGLE BRUSH	4	8.50	34.00
161-8263	EACH		10LB BAG OF RAGS	1	16.75	16.75
151-8323	11 OZ		CAULK	12	1.59	19.08
160-4214	EACH		COLOR PUTTY	3	2.39	7.17
			TOTAL			1099.04

We thank you for your consideration of SHERWIN-WILLIAMS products and look forward to supplying these products to you.

SHERWIN-WILLIAMS

TERMS OF THE SALE

By:  6/19/14 

Terms: _____

Quantity of Shipment: _____

F.O.B. Location: _____

Quotation Expires: _____

117 BROADWAY DRIVE Fax#601-544-7766

HATTIESBURG MS 39401 5094

Store 7394 Phone (601)544-4920

Territory #: 601#601299-2186

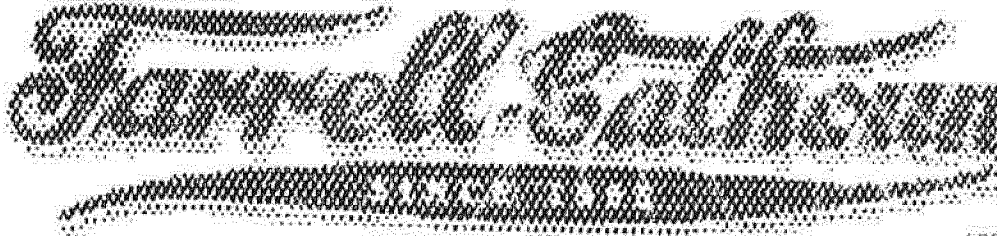
NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by the Store Manager where the merchandise is ordered. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. This quotation will be considered approved when SHERWIN-WILLIAMS delivers a notice or otherwise indicates its approval to you.

FILED

JUN 30 2014

EDDIE B. MYERS, CITY CLERK
By: 
Deputy Clerk

Building materials And Supplies For 4th Street medical Clinic



FILED

JUN 30 2014

EDDIE D. MYERS, CITY CLERK
By: [Signature] Deputy Clerk

Quotation

Customer: City of Hattiesburg
Address: PO BOX 1898
City, State: Hattiesburg MS.
Phone/Fax: _____

Date: 06/17/2014
Acct #: _____
Quoted By: Lowell
Title: Sales

Part Number	Description	Size	Amount	Price	Extension
2200	Satin Exterior White	GAIS	5	22.10	110.50
2250	Satin 12 SW-6119	GAIS	3	22.10	66.30
651	S/Gloss Interior SW-6133	GAIS	3	21.30	63.90
670	Satin Interior SW-6136	GAIS	25	17.00	425.00
479	Primer 5 Pails	5 GALS	5	38.00	209.00
800	Red Floor Paint from skid	GAIS	2	28.40	56.80
	FRUIT WOOD Wiping Stain	GAIS	4	19.30	77.20
	Paint Thinner	GAIS	2	8.39	16.78
L11043	3" latex BRUSH	Each	6	9.50	57.00
819225	2 1/2" angle brush	Each	4	9.95	39.80
WKR10	10lb bag OF Rags	Each	1	16.69	16.69
	TUFFBOY White CAULK	Each	12	1.55	18.60
	COLOR Putty	Each	3	3.09	9.27
	5 GAL SheetRock mud	Each	2	19.35	38.70
	Sheetrock mud	Box	3	7.90	23.70
	250' SHEETROCK TAPE	Each	3	2.99	8.97
SUBTOTAL:					1,238.21
TAX:					—
TOTAL:					1,238.21

Farrell-Calhoun
5290 Old Hwy. 11
Hattiesburg, MS 39402
Store Number: (601)268-3330
Fax Number: (601)268-3062



City of Hattiesburg, MS

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

Master

File Number: 2014-1184

File ID: 2014-1184

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/16/2014

Brief Title: Award bid for Water & Sewer extensions along W. L. Runnels Industrial Drive

Final Action:

Minute Book Number: MB2014-199

Title:

Acknowledge bids received June 12, 2014 for the Water and Sewer Extension along W. L. Runnels Industrial Drive project and accept bid from Myers Underground Utilities, LLC for \$221,701.50 as being the lowest and best bid; Authorize Mayor to execute contracts for same when prepared.

Notes:

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014					

Text of Legislative File 2014-1184

Title

Acknowledge bids received June 12, 2014 for the Water and Sewer Extension along W. L. Runnels Industrial Drive project and accept bid from Myers Underground Utilities, LLC for \$221,701.50 as being the lowest and best bid; Authorize Mayor to execute contracts for same when prepared.

Summary

Acknowledge bids received June 12, 2014 for the Water and Sewer Extension along W. L. Runnels Industrial Drive project and accept bid from Myers Underground Utilities, LLC for \$221,701.50 as being the lowest and best bid; Authorize Mayor to execute contracts for same when prepared.

Budget Information

075695.7220.03

Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information



Engineering Progress

June 12, 2014

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Mayor Johnny L. Dupree, PhD

RE: Water/Sewer Extensions along W.L. Runnels Industrial Drive
City of Hattiesburg

Dear Mayor:

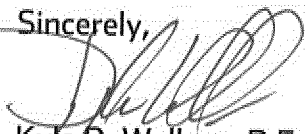
I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on June 12, 2014 for the above referenced project.

I am recommending the lowest bidder, Myers Underground Utilities, LLC of Hattiesburg, MS in the bid amount of Two Hundred Twenty One Thousand, Seven Hundred and one Dollars and Fifty Cents (\$221,701.50).

Enclosed is a copy of the original bid from Myers Underground Utilities, LLC and the original bids from all other bidders.

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

Sincerely,



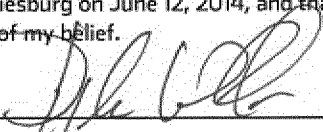
Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

BID TAB June 12, 2014				Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Construction Labor Services, Inc. 4275 Frank Maples Road Eight Mile, AL 36613		Hub Refrigeration and Fixture Co. 4105 US Hwy 11 Hattiesburg, MS 39402	
Project: Water and Sewer Extensions along W.L. Runnels Industrial Drive Project No. 11208									
BASE BID									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	12" SDR 26 PVC Sewer Pipe (0'-6')	57	Lin. Ft.	\$35.00	\$1,995.00	\$95.04	\$5,417.28	\$125.00	\$7,125.00
2	12" SDR 26 PVC Sewer Pipe (8'-10')	263	Lin. Ft.	\$28.50	\$7,495.50	\$100.64	\$26,468.32	\$150.00	\$39,450.00
3	12" SDR 26 PVC Sewer Pipe (10'-12')	448	Lin. Ft.	\$30.50	\$13,664.00	\$106.24	\$47,595.52	\$170.00	\$76,160.00
4	12" SDR 26 PVC Sewer Pipe (12'-14')	118	Lin. Ft.	\$32.50	\$3,835.00	\$111.84	\$13,197.12	\$190.00	\$22,420.00
5	12" SDR 26 PVC Sewer Pipe (14'-16')	85	Lin. Ft.	\$109.00	\$9,265.00	\$117.44	\$9,982.40	\$200.00	\$17,000.00
6	12" SDR 26 PVC Sewer Pipe (16'-18')	76	Lin. Ft.	\$109.00	\$8,284.00	\$223.84	\$17,011.84	\$230.00	\$17,480.00
7	12" SDR 26 PVC Sewer Pipe (18'-20')	80	Lin. Ft.	\$109.00	\$8,720.00	\$257.44	\$20,595.20	\$250.00	\$20,000.00
8	12" SDR 26 PVC Sewer Pipe (20'-22')	175	Lin. Ft.	\$109.00	\$19,075.00	\$268.64	\$47,012.00	\$270.00	\$47,250.00
9	12" SDR 26 PVC Sewer Pipe (22'-24')	207	Lin. Ft.	\$109.00	\$22,563.00	\$279.84	\$57,926.88	\$290.00	\$60,030.00
10	12" SDR 26 PVC Sewer Pipe (24'-26')	170	Lin. Ft.	\$109.00	\$18,530.00	\$302.24	\$51,380.80	\$310.00	\$52,700.00
11	18" Steel Casing 0.375" WT (Bored)	50	Lin. Ft.	\$237.50	\$11,875.00	\$395.47	\$19,773.50	\$300.00	\$15,000.00
12	48" Precast Concrete Sewer Manhole (8'-10')	2	Each	\$2,600.00	\$5,200.00	\$2,750.08	\$5,500.16	\$4,150.00	\$8,300.00
13	48" Precast Concrete Sewer Manhole (10'-12')	1	Each	\$2,960.00	\$2,960.00	\$3,589.63	\$3,589.63	\$4,695.00	\$4,695.00
14	48" Precast Concrete Sewer Manhole (14'-16')	1	Each	\$4,030.00	\$4,030.00	\$5,828.75	\$5,828.75	\$6,195.00	\$6,195.00
15	48" Precast Concrete Sewer Manhole (22'-24')	1	Each	\$9,200.00	\$9,200.00	\$8,738.98	\$8,738.98	\$8,250.00	\$8,250.00
16	12" Class 350 Ductile Iron Water Pipe	90	Lin. Ft.	\$67.00	\$6,030.00	\$89.61	\$8,064.90	\$105.00	\$9,450.00
17	18" Steel Casing 0.375" WT (Bored)	80	Lin. Ft.	\$151.50	\$12,120.00	\$369.11	\$29,528.80	\$300.00	\$24,000.00
18	Connection: Proposed 12" to Existing 12" (Tee & other fittings)	1	Each	\$5,335.00	\$5,335.00	\$3,518.05	\$3,518.05	\$6,500.00	\$6,500.00
19	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	1	Each	\$5,480.00	\$5,480.00	\$2,418.27	\$2,418.27	\$6,500.00	\$6,500.00
20	12" Gate Valve	3	Each	\$2,360.00	\$7,080.00	\$2,115.68	\$6,347.04	\$3,900.00	\$11,700.00
21	3-Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Tag, Pipe & other fittings)	1	Each	\$3,700.00	\$3,700.00	\$3,794.22	\$3,794.22	\$8,500.00	\$8,500.00
22	Grassing	1	Sum	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$9,000.00	\$9,000.00
23	Temporary Erosion Control	1	Sum	\$6,215.00	\$6,215.00	\$12,463.36	\$12,463.36	\$9,500.00	\$9,500.00
24	Mobilization	1	Sum	\$18,250.00	\$18,250.00	\$44,038.40	\$44,038.40	\$10,000.00	\$10,000.00
25	Maintenance of Traffic	1	Sum	\$8,800.00	\$8,800.00	\$2,240.00	\$2,240.00	\$22,500.00	\$22,500.00
Total Base Bid					\$221,701.50		\$455,231.42		\$519,705.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 12, 2014, and that said tabulation is true and correct to the best of my belief.



 Kyle D. Wallace, P.E.

Comments:



City of Hattiesburg, MS

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

Master

File Number: 2014-1192

File ID: 2014-1192

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/23/2014

Brief Title: Taxi Permit

Final Action:

Minute Book Number: MB2014-199

Title:

Approve the issuance of taxi permit for David Matthew Pope to drive for Yellow Cab Company.

Notes:

Sponsors:

Enactment Date:

Attachments: Permit-Pope, executed Permit-Pope

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	07/08/2014					

Text of Legislative File 2014-1192

Title

Approve the issuance of taxi permit for David Matthew Pope to drive for Yellow Cab Company.

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 FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: _____ INS: _____

COMMERCIAL DRIVER'S LICENSE NO: **801-19-4787**

COMMERCIAL DRIVER'S LICENCE EXPIRES: **06-12-2016**

David Matthew Pope 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 **Yellow Cab Company** 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 FEE: \$25.00

BADGE NUMBER / PERMIT NUMBER: _____ INS: _____

COMMERCIAL DRIVER'S LICENSE NO: **801-19-4787**

COMMERCIAL DRIVER'S LICENCE EXPIRES: **06-12-2016**

David Matthew Pope 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 **Yellow Cab Company** 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:

Sharon White, D.C.
CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2014-1195

File ID: 2014-1195

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2014

Brief Title: Grave Spaces.

Final Action:

Minute Book Number: MB2014-199

Title:

Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave receipts 7-8-14, Grvae Deeds-7-8-14,
executed Grvae Deeds-7-8-14

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014					

Text of Legislative File 2014-1195

Title

Approve the sale of grave spaces, per attached memo.

Summary

Sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mail to:

Stephanie Odomes
5 Toney Dr. Apt #4
Hattiesburg, MS. 39401
SOLD TO:

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-31- 20 14

Mr. Mrs. Miss Day-Carol Toy

ADDRESS 15 Toney Drive, Apt #4, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 87 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By D. Baurne
Supt. of City Cemeteries

Ck # 6672

Mail to

Lutee Richardson
30 Phoenix Circle
Hattiesburg, MS 39401
SOLD TO:

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-02- 20 14

Mr. Mrs. Miss Hugh Richardson

ADDRESS 630 Phoenix Circle, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 63 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 D. Baurne
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-06- 20 14

SOLD TO:

Mr. Mrs. Miss Eldrick Brown

ADDRESS 541 Helveston Rd, Apt # 706 Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 22 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 D. Baurne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-07-2014

SOLD TO:

Mr. Mrs. Miss Joseph Varnado, SR

ADDRESS 622 New Orleans Street, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 28 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 D. Baume
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-09-2014

SOLD TO:

Mr. Mrs. Miss Shelton Allison

ADDRESS 710 Hall Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 28 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 D. Baume
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-09-2014

SOLD TO:

Mr. Mrs. Miss Jordan Kash Holmes

ADDRESS 2099 Edwards Street, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby $\frac{1}{2}$ Space #8 $\frac{1}{4}$ Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baume

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 06-13-2014

SOLD TO:

Mr. Mrs. Miss Mr + Mrs. Martin H. Baker

ADDRESS 202 Hillendale Drive, Hattiesburg, ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 Lot No. 36 Section No. 36 in Highland Cemetery

Number of grave spaces 8 Price per grave space \$ 175.00

Price Received \$ 1,400.00

ck# 4752

CITY OF HATTIESBURG, MISSISSIPPI

By D. Baune
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 Day-Carol Toy... subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2) of the Northeast Quarter (NE1/4)

Lot Number: 87

Section Number: 29

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 8th day of July, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hugh Richardson, 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: 63

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 8th day of July, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eldrick Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 22

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 8th day of July, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joseph Varnado Sr. 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: 28

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 8th day of July, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Shelton Allison, 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: 28

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 8th day of July, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jordan Kash Holmes, 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 #8

Lot Number: 1

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 8th day of July, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 8th day of July, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Mr. & Mrs. Martin H. Baker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 36

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) 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 8th day of July, 2014.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 8th day of July, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hugh Richardson, 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: 63

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 8th day of July, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

Sharon Waits
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

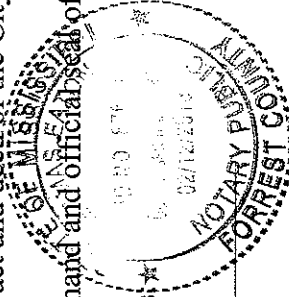
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires: ★

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eldrick Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 22

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 8th day of July, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

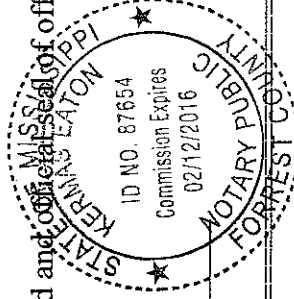
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joseph Varnado Sr. 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: 28

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 8th day of July, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Sharon Waits
MAYOR

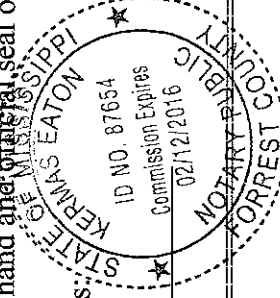
(S E A L)

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 8th day of July, 2014.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Shelton Allison... 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: 28

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 8th day of July, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Sharon Waits
MAYOR

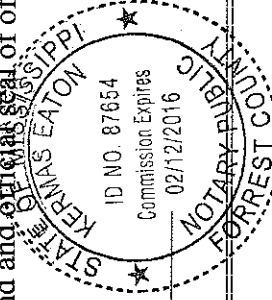
(S E A L)

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 8th day of July, 2014.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Day-Carol Toy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2) of the Northeast Quarter (NE1/4)

Lot Number: 87

Section Number: 29

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 8th day of July, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

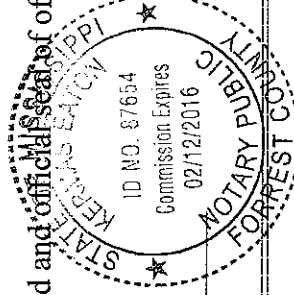
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Sharon Waits, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of July, 2014.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Mr. & Mrs. Martin H. Baker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 36

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) 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 8th day of July, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

(S E A L)

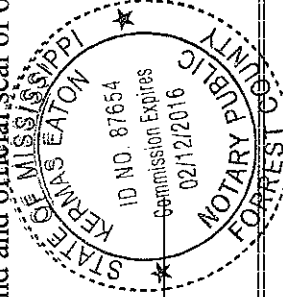
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

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 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 8th day of July, 2014

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jordan Kash Holmes, 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 #8

Lot Number: 1

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 8th day of July, 2014.

ATTEST:

Sharon Waits
DEPUTY CITY CLERK

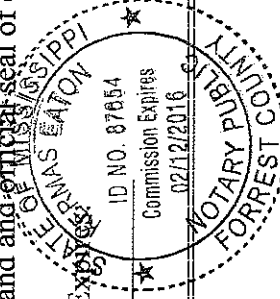
CITY OF HATTIESBURG, MISSISSIPPI
John P. Walters
(S E A L) MAYOR

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 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 8th day of July, 2014.

My Commission Expires



NOTARY PUBLIC

Thomas Eaton



City of Hattiesburg, MS

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

Master

File Number: 2014-1205

File ID: 2014-1205

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2014-199

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014					

Text of Legislative File 2014-1205

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: June 30, 2014

The following request for payment is being submitted for approval during the City Council's July 8, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Hensley R. Lee Contracting, Inc.
Activity: Demolition
Program: CDBG
Project Site: 1004 Southern, Short 7th (Parcel 34-348-4-29), 1208 Atlanta, 606 Memphis, 707 Memphis

Amount Requested: **\$21,400.00**
Purpose of Request: Draw #1 (final)
Work Provided by: Hensley R. Lee Contracting, Inc.

Recipient: Smith's Remodeling
Activity: Rehabilitation
Program: CDBG
Project Site: 208 West 7th St.
C.O. #2 \$1,275.00
C.O. #3 \$2,035.00

Amount Requested: **\$3,310.00**
Purpose of Request: C.O. #2 & #3
Work Provided by: Smith's Remodeling

Recipient: Smith's Remodeling
Activity: Rehabilitation
Program: CDBG
Project Site: 1802 Edwards St.

Amount Requested: **\$3,600.00**
Purpose of Request: C.O. #1
Work Provided by: Smith's Remodeling

Recipient: Pinebelt Community Services
Activity: Public Services – Meals Program
Program: CDBG
Project Site: 1101 North Main St.

Amount Requested: **\$1,394.04**
Purpose of Request: Draw #6
Work Provided by: Pinebelt Community Services

Invoice

Hensley R. Lee Contracting, Inc.
311 Acorn Lane
Picayune, MS 39466
Phone: 601-799-1335
Fax: 601-799-1336

Date	Invoice #
6/6/2014	5964

Bill To
City of Hattiesburg Attn City Clerk PO Box 1898 200 Forrest Street Hattiesburg, Ms. 39401

Work Preformed at
2014 CDBG Demolition

Terms	Due Date
Net 30	7/6/2014

P.O. Number	Work Order #
142372	

Quantity	Item Code	Description	Price Each	Amount
1	DEMO	Demolition of 1004 Southern Avenue	3,850.00	3,850.00T
1	DEMO	Demolition of Short 7th Street (Parcel 34-348-4-29)	3,850.00	3,850.00T
1	DEMO	Demolition of 1208 Atlanta Street	4,250.00	4,250.00T
1	DEMO	Demolition of 606 Memphis Street	3,850.00	3,850.00T
1	DEMO	Demolition of 707 Memphis Street	5,600.00	5,600.00T
		Sales Tax	0.00%	0.00

Total	\$21,400.00
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SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

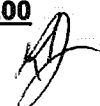
Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Ms. Tracey Ducksworth
208 West 7th St.
Hattiesburg, MS 39401

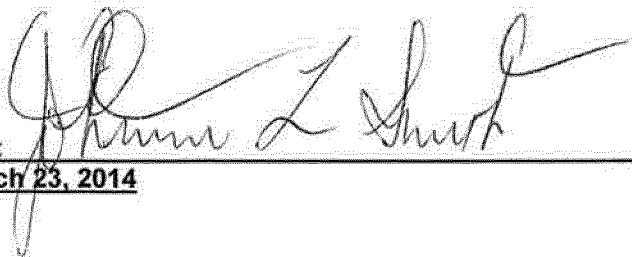
Request:	Change order request for work to be done	materials	labor
	1. Interior trim to be replaced because we had to remove it so that Sheetrock could be properly hung and finished		
		\$625	\$650.00
	Total:		
	Grand:		<u>\$1,275.00</u>

C.O. #2



Signature:

Date: March 23, 2014



3

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Ms. Tracey Ducksworth
208 West 7th St.
Hattiesburg, MS 39401

Request:		materials	labor
Change order request for work to be done			
Addition of stove and fridge to work write-up			
Stove:		\$ 475 ⁰⁰	
Fridge:		\$ 680 ⁰⁰	125 ⁰⁰
Floor in kitchen needs to be jacked up. Has a severe drop from			
Kitchen to dining room.		\$ 265 ⁰⁰	\$ /

Total:

\$1910⁰⁰

Grand:

\$2035⁰⁰

[Signature]

Signature:

Date: April 14, 2014

[Signature: Johnnie L. Smith]

Note math error, but
C.O. was approved @ \$2035.

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

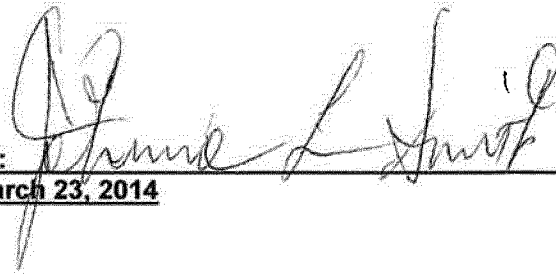
Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Mr. Simms
1502 Edward St.
Hattiesburg, MS 39401

Request:	Change order request for work to be done	materials	labor
	1. Plumbing supply and sewer lines need to be reworked because Kitchen bath and washer drains had to be moved		
		\$1,200.00	\$2,400.00
Total:			
Grand:			<u>\$3,600.00</u>



Signature: 
Date: March 23, 2014

PINEBELT COMMUNITY SERVICES

1101 N MAIN STREET

HATTIESBURG, MS 39401

REQUEST FOR PAYMENT

JUNE 30, 2014

TO: City of Hattiesburg
Office of Federal and State Programs
P. O. Box 1898
Hattiesburg, Mississippi

RE: Feeding Program Line Item: (Draw No. 6)

This is a formal request for a payment in the total amount of \$1394.04. \$1,194.04 for 2014 for food purchases and \$200.00 for Gas Cards for the feeding program at Pinebelt Community Services.



City of Hattiesburg, MS

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

Master

File Number: 2014-1206

File ID: 2014-1206

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2014-200

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: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/08/2014					

Text of Legislative File 2014-1206

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: June 30, 2014

The following request for payment is being submitted for approval during the City Council's July 8, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Jean Watts
Activity:	Rehabilitation
Program:	HOME
Project Site:	200 Martin Luther King Ave.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation 6/16/2014 – 7/15/2014
Work Provided by:	n/a

Recipient:	Elizabeth Edwards
Activity:	Rehabilitation
Program:	HOME
Project Site:	712 Northhill Dr.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation 6/24/2014 – 7/23/2014
Work Provided by:	n/a

Recipient:	Lula Wright
Activity:	Rehabilitation
Program:	HOME
Project Site:	122 Cypress Ave.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation 7/2/2014 – 8/1/2014
Work Provided by:	n/a

Recipient:	Darrell Gaddis
Activity:	Rehabilitation
Program:	HOME
Project Site:	605 Broad St.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 7/1/2014 – 7/30/2014
Work Provided by:	n/a

Recipient:	Sheila Ducksworth
Activity:	Rehabilitation
Program:	HOME
Project Site:	107 Harrell St.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 7/15/2014 – 8/14/2014
Work Provided by:	n/a
Recipient:	Hollimon Construction
Activity:	Rehabilitation
Program:	HOME
Project Site:	712 Northhill Dr.
Amount Requested:	\$8,600.00
Purpose of Request:	Draw #1
Work Provided by:	Hollimon Construction
Recipient:	Community Connections
Activity:	CHDO – New Construction – Affordable Housing
Program:	HOME
Project Site:	614 Barkley Rd.
Final Draw	\$1,641.60
Retainage from prior draws	\$5,325.84
Amount Requested:	\$6,967.44
Purpose of Request:	Draw #5 (final) and Retainage
Work Provided by:	Smith Remodeling
Recipient:	Community Connections
Activity:	CHDO – New Construction – Affordable Housing
Program:	HOME
Project Site:	614 Barkley Rd.
Amount Requested:	\$3,050.00
Purpose of Request:	2 nd 50% Developer Fee @ 100% Completion
Work Provided by:	Community Connections

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401

Elizabeth Edwards
712 North Hill Dr
Hattiesburg, MS 39401

- Remove shingles off back porch
- Install three 4X8 sheets of plywood
 - Install new #15 roofing felt
 - Install new lifetime shingles
- Remove sheetrock underneath carport
 - Install new plywood
 - Partial electric roughen

Material & Labor: \$8,600.00

Thank You!



Draw #1



REQUEST FOR FUNDS FORM

CHDO Name: COMMUNITY CONNECTIONS INC Prepared by: DONNA A. ALI

Contact Phone Number: 601-261-0820 Contract Date: June 18, 2013

Payment Request Number: 005 CHDO Activity: 614 Barkley Rd., Hattiesburg

Estimated percentage (%) complete: 100%

Request for reimbursement of expense incurred between 3/29/2014 and 06/20/2014.

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☒ New Construction Development Cost	☐ Rehabilitation Development Cost
--	---	--	---

Payment Request Breakdown

Item Description	Amount requested
1) Johnnie L. Smith, Subcontractor	\$ 10,000.00
2) Retainage held from prior draws	\$ 5,325.84
3)	\$
4)	\$

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$8,950.00 10,000 <i>DA</i>	Total Amount Requested for this Draw	\$
<i>This section to be completed by City</i>			
Original Contract Amount	\$54,900.00	Original Contract Amounts	\$
Total Change order amounts	\$0.00	Total Change order amounts	\$ 0.00
Prior payments to date	\$53,258.40	Prior payments to date	\$
Contract balance	\$ 1,641.60	Contract balances	\$
Total amount approved -60%	\$ 1,641.60	Total amounts approved	\$
10% withheld-FINAL DRAW	\$ 100%	% withheld if any	\$0.00
This Payment Amount	\$ 6,967.44	Actual payment amounts	\$ 63,252.00
New Contract balance	\$ -0-	New Contract balances	\$ 37,298.00
Total retainage held to date	\$ 5,325.84	Total retainage held to date	\$0.00

Authorized Signatures

Signature of Authorized Officer Requesting Funds <i>Donna A. Ali</i>	Print Name Donna A. Ali, Executive Director	Date 6-27-14
Signature of City Housing Specialist <i>[Signature]</i>	Print Name	Date 6-30-14
Signature of City Official Approving Disbursement <i>[Signature]</i>	Print Name	Date 6/30/14

REQUEST FOR FUNDS FORM

CHDO Name: COMMUNITY CONNECTIONS INC Prepared by: DONNA A. ALI

Contact Phone Number: 601-261-0820 Contract Date: June 18, 2013

Payment Request Number: Dev Fee #002 CHDO Activity: 614 Barkley Rd.,
Hattiesburg

Estimated percentage (%) complete: 100%

Request for reimbursement of expense incurred between 1/14/2014 and 6/20/2014.

Funds requested are for (check the appropriate choice)

☒ CHDO Developer Fee	☐ Operating Cost	☐ New Construction Development Cost	☐ Rehabilitation Development Cost
---	---	---	---

Payment Request Breakdown

Item Description	Amount requested
1) Developer's Fee (2nd half)	\$ 3,050.00
2)	\$
3)	\$
4)	\$

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$3,050.00	Total Amount Requested for this Draw	0.0
<i>This section to be completed by City</i>			
Original Contract Amount	\$0.00	Original Contract Amounts	\$ 0.0
Total Change order amounts	\$0.00	Total Change order amounts	\$ 0.00
Prior payments to date	\$0.0	Prior payments to date	\$ 0.0
Contract balance	\$0.00	Contract balances	\$ 0.0
Total amount approved -50%	\$0.0	Total amounts approved	\$ 0.0
10% withheld	\$0.00	% withheld if any	\$0.00
This Payment Amount	\$ 0.0	Actual payment amounts	\$ 0.0
New Contract balance	\$ 0.0	New Contract balances	\$ 0.0
Total retainage held to date	\$0.00	Total retainage held to date	\$0.00

Authorized Signatures

Signature of Authorized Officer Requesting Funds <i>Donna A. Ali</i>	Print Name Donna A. Ali, Executive Director	Date 01-13-14
Signature of City Housing Specialist <i>R Jordan</i>	Print Name	Date 6-30-14
Signature of City Official Approving Disbursement <i>[Signature]</i>	Print Name	Date 6/30/14



City of Hattiesburg, MS

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

Master

File Number: 2014-1196

File ID: 2014-1196

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2014

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2014-200

Title:

Approve claims docket for the period ending June 30, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: Copy of DOCKET 14 06-30

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	07/08/2014					

Text of Legislative File 2014-1196

Title

Approve claims docket for the period ending June 30, 2014.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING JUNE 30, 2014								
Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
		-----	-----	-----	-----	-----	-----	-----
GENERAL FUND								
00001	AAMCO TRANS/AUTOMOTIVE S	128561	00143229	13005820	REPAIR FUSE BOX POLICE UNIT	06/30/14	238689	355.00-
00001	AAMCO TRANS/AUTOMOTIVE S	128674	00143484	13006027	A/C REPR U#15920 STREET	06/30/14	238689	99.00-
00001	AAMCO TRANS/AUTOMOTIVE S	128612	00143365	13006100	REPRS U#16722 STREET TRACTOR	06/30/14	238689	174.00-
00001	AAMCO TRANS/AUTOMOTIVE S	128606	00143367	13006102	REPRS U#14677 SANIT	06/30/14	238689	255.00-
AAMCOTRANS/AUTOMOTIVE S								
Sum								883.00-
00001	ADVANCE AUTO PARTS	560441223626	00142187	13005845	BRAKE PTS POLICE UNIT	06/30/14	238691	75.23-
ADVANCE AUTO PARTS								
Sum								75.23-
00001	AFFORDABLE EMERGENCY LIG	679	00143269	13005821	PROGRAM RADAR VARI HPD UNITS	06/30/14	238692	340.00-
00001	AFFORDABLE EMERGENCY LIG	683	00143436	13006005	RADAR/LIGHT REPR U#19103 POL	06/30/14	238692	85.00-
AFFORDABLE EMERGENCY LIG								
Sum								425.00-
00001	AGRI-AFC LLC	5043285	00143380	13006006	WEED KILLER TRAFFIC DEPT	06/30/14	238693	216.00-
AGRI-AFC LLC								
Sum								216.00-
00001	AIRGAS USA LLC (NORDAN S	9918539072	00143446	13005915	CYL RENT 5/14 VARI DEPTS	06/30/14	238694	492.15-
00001	AIRGAS USA LLC (NORDAN S	9028634838	00143602	13006096	MEDICAL OXYGEN FIRE DEPT	06/30/14	238694	40.45-
00001	AIRGAS USA LLC (NORDAN S	9027220062	00141928	13006130	SAFETY GLASSES/EAR MUFFS	06/30/14	238694	98.90-
AIRGASUSA LLC (NORDAN S								
Sum								631.50-
00001	ALLBRITTON CHAIN SAW & L	33011	00143317	13005862	SAW BLADES HEALTH DIVISION	06/30/14	238697	47.67-
00001	ALLBRITTON CHAIN SAW & L	33048	00142999	13005863	POLE SAW REPR HEALTH DIV	06/30/14	238697	197.31-
00001	ALLBRITTON CHAIN SAW & L	33043	00143331	13005926	AGRI EQUIP REPR PTS CEMETERY	06/30/14	238697	47.87-
ALLBRITTON CHAIN SAW & L								
Sum								292.85-
00001	ALLEN ENGINEERING & SERV	6/17/14	00143502	13005993	GORDON CREEK PROF SRV 3-5/14	06/19/14	18888	15,976.30-
ALLENENGINEERING & SERV								
Sum								15,976.30-
00001	ANGELLES GALLERIES OF FI	7171 PO#1428	00142835	13006117	END TABLE/SOFA MPO DEPT	06/30/14	238699	874.00-
00001	ANGELLES GALLERIES OF FI	7171 PO#1428	00142840	13006118	CHAIRS FED/STATE PROG OFFICE	06/30/14	238699	598.00-
ANGELLES GALLERIES OF FI								
Sum								1,472.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	BODY TECH INC	10712	00143290	13005822	TOWING U#17573 POLICE	06/30/14	238723	65.00-
00001	BODY TECH INC	4694	00143312	13005846	REPRS U#15780 POLICE	06/30/14	238723	1,579.90-
00001	BODY TECH INC	10816	00143619	13006125	TOWING U#18325 POLICE	06/30/14	238723	60.00-
00001	BODY TECH INC	10817	00143619	13006126	TOWING U#18325 POLICE	06/30/14	238723	60.00-
00001	BODY TECH INC	10815	00143619	13006127	TOWING U#17578 POLICE	06/30/14	238723	60.00-

BODY TECH INC								
Sum								1,824.90-
00001	BRACKMAN MOWER WAREHOUSE	IN0130392	00143395	13005927	AGRI EQUIP REPR PTS CEMETERY	06/30/14	238726	174.73-
00001	BRACKMAN MOWER WAREHOUSE	0130486	00143215	13006024	MOWER TIRE U#19281 STREET	06/30/14	238726	89.00-

BRACKMAN MOWER WAREHOUSE								
Sum								263.73-
00001	BROADWAY DRIVE TIRE	092122	00143146	13005837	TIRES/ALIGNMENT U#18608 CONST	06/30/14	238729	419.19-
00001	BROADWAY DRIVE TIRE	092072	00143228	13006122	TIRES POLICE STOCK	06/30/14	238729	2,093.60-
00001	BROADWAY DRIVE TIRE	092184	00143531	13006123	TIRES U#17706 POLICE	06/30/14	238729	495.92-

BROADWAY DRIVE TIRE								
Sum								3,008.71-
00001	CAMPER CITY OF HATTIESBU	27818	00143564	13006106	LIGHT REPR CEM TRAILER U12891	06/30/14	238734	50.00-
00001	CAMPER CITY OF HATTIESBU	27840	00143604	13006107	LIGHT REPR CEM TRAILER U12891	06/30/14	238734	100.00-

CAMPERCITY OF HATTIESBU								
Sum								150.00-
00001	CANON FINANCIAL SERVICES	13890976	00143474	13005998	COPIER 6/14 PURCH DEPT	06/30/14	238735	115.00-

CANONFINANCIAL SERVICES								
Sum								115.00-
00001	CANON SOLUTIONS AMERICA	759281	00143377	13005872	COPIER OVERAGE 6/14 PURCH	06/30/14	238736	34.33-

CANONSOLUTIONS AMERICA								
Sum								34.33-
00001	CAREY DINNER THEATRE	39TH SEASON	00142734	13006035	39TH SEASON PROGRAM AD	06/30/14	238737	150.00-

CAREYDINNER THEATRE								
Sum								150.00-
00001	CARQUEST AUTO PARTS STOR	14758-27960	00143230	13005814	REPR PTS POLICE STOCK	06/30/14	238740	17.96-
00001	CARQUEST AUTO PARTS STOR	14758-28367	00143230	13005815	REPR PTS POLICE STOCK	06/30/14	238740	24.30-
00001	CARQUEST AUTO PARTS STOR	14758-28019	00143230	13005816	REPR PTS POLICE STOCK	06/30/14	238740	177.28-
00001	CARQUEST AUTO PARTS STOR	14758-28640	00143230	13005817	REPR PTS POLICE STOCK	06/30/14	238740	13.59-
00001	CARQUEST AUTO PARTS STOR	14758-28597	00143230	13005818	REPR PTS POLICE STOCK	06/30/14	238740	95.64-
00001	CARQUEST AUTO PARTS STOR	14758-28640(	00143231	13005819	SUBMERSIBLE TRAILER KIT	06/30/14	238740	85.66-
00001	CARQUEST AUTO PARTS STOR	14758-29396	00143358	13006025	REPR PTS SANIT STOCK	06/30/14	238740	51.30-
00001	CARQUEST AUTO PARTS STOR	14758-28103	00142930	13006065	FUEL ADDITIVES SANIT DEPT	06/30/14	238740	73.68-
00001	CARQUEST AUTO PARTS STOR	14758-29230	00143536	13006081	REPR PTS POLICE STOCK	06/30/14	238740	43.92-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	CARQUEST AUTO PARTS STOR	14758-29229	00143536	13006082	REPR PTS POLICE STOCK	06/30/14	238740	76.55-
00001	CARQUEST AUTO PARTS STOR	14758-29126	00143536	13006083	REPR PTS POLICE STOCK	06/30/14	238740	290.52-
00001	CARQUEST AUTO PARTS STOR	14758-29049	00143536	13006084	REPR PTS POLICE STOCK	06/30/14	238740	80.44-
00001	CARQUEST AUTO PARTS STOR	14758-28960	00143536	13006085	REPR PTS POLICE STOCK	06/30/14	238740	22.07-
00001	CARQUEST AUTO PARTS STOR	14758-28898	00143536	13006086	REPR PTS U#17573 POLICE	06/30/14	238740	337.72-
00001	CARQUEST AUTO PARTS STOR	14758-28899	00143536	13006087	REPR PTS U#17595 POLICE	06/30/14	238740	155.00-
00001	CARQUEST AUTO PARTS STOR	14758-29344	00143536	13006088	REPR PTS POLICE STOCK	06/30/14	238740	50.00-
CARQUEST AUTO PARTS STOR								
Sum								1,595.63-
00001	CERTIFIED LABORATORIES	1467433 FRT	00143298	13005833	FRT CHGS PO#141628	06/30/14	238742	153.95-
00001	CERTIFIED LABORATORIES	1467438	00141628	13005895	CHEMICAL SHOP DIVISION	06/30/14	238742	1,207.25-
00001	CERTIFIED LABORATORIES	1531072	00143127	13005896	PREMALUBE-SANIT DIV	06/30/14	238742	335.00-
00001	CERTIFIED LABORATORIES	1551072 FRT	00143457	13006030	FREIGHT CHG PO#143127	06/30/14	238742	30.84-
00001	CERTIFIED LABORATORIES	1550759	00143438	13006145	MOTOR OIL SANIT STOCK	06/30/14	238742	2,414.50-
00001	CERTIFIED LABORATORIES	1552088	00143530	13006155	CAR CLEAN SUPP POLICE DEPT	06/30/14	238742	1,791.25-
CERTIFIED LABORATORIES								
Sum								5,932.79-
00001	CHAIN ELECTRIC COMPANY	29451	00143501	13006029	ANNUAL GENERATOR MAINT 2014	06/30/14	238743	64,741.00-
CHAI NELECTRIC COMPANY								
Sum								64,741.00-
00001	CHIEF LAW ENFORCEMENT SU	473691	00143379	13006161	RAIN GEAR FIRE INSPECTORS	06/30/14	238744	125.70-
CHIEFLAW ENFORCEMENT SU								
Sum								125.70-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13006112	TRF 2ND 6/14 PAYROLL	06/25/14	18893	1,142,593.47-
CITY OF HATTIESBURG FUND								
Sum								1,142,593.47-
00001	COBURN'S SUPPLY CO INC	606929253	00142407	13006148	CREDIT	06/30/14	238748	806.69
COBURN'S SUPPLY CO INC								
Sum								806.69
00001	COMCAST CABLEVISION OF H	095777340100	00143636	13006146	SRV 6/20-7/19 AIRPORT MAINT	06/30/14	238750	91.95-
COMCAST CABLEVISION OF H								
Sum								91.95-
00001	COMPREHENSIVE RADIOLOGY	CRS100189298	00143401	13005880	SRV 4/28/14 HATHORN-PRISONER	06/30/14	238752	44.00-
00001	COMPREHENSIVE RADIOLOGY	CRS100189298	00143401	13005881	SRV 4/28/14 HATHORN-PRISONER	06/30/14	238752	198.00-
COMPREHENSIVE RADIOLOGY								
Sum								242.00-
00001	COMSOUTH	174257	00143253	13005922	RADIO ANTENNAS CONSTR DEPT	06/30/14	238753	125.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	COMSOUTH	174314	00143328	13006089	RADIO BATTERIES POLICE DEPT	06/30/14	238753	1,704.00-
COMSOUTH								
Sum								1,829.00-
00001	COURTNEY'S RESTAURANT EQ	8603	00143421	13005924	ICE MAKER SERVICE CALL SANIT	06/30/14	238755	90.00-
00001	COURTNEY'S RESTAURANT EQ	8620	00143625	13006168	ICE MACHINE SERV CALL SANIT	06/30/14	238755	90.00-
COURTNEY'S RESTAURANT EQ								
Sum								180.00-
00001	D & M CLARK CONSTRUCTION	APPL #2 FINA	00143659	13006144	CONSTR GORDON CRK BAKERY BLDG	06/30/14	238759	8,580.10-
D & MCLARK CONSTRUCTION								
Sum								8,580.10-
00001	D P S CRIME LAB	IN 711 14CLO	00143628	13006124	ANALYTICAL SERVS 5/14 POLICE	06/30/14	238761	200.00-
D P SCRIME LAB								
Sum								200.00-
00001	DATALINE ASSOCIATES	PCM27885	00143470	13006116	PRINTER SUPP INFO TECH	06/30/14	238762	3,203.40-
DATALINE ASSOCIATES								
Sum								3,203.40-
00001	DICK'S SPORTING GOODS	101714	00142759	13006136	EXERCISE GEAR #5 FIRE STA	06/30/14	238763	1,033.92-
DICK'SSPORTING GOODS								
Sum								1,033.92-
00001	DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00143651	13006113	EXPNS MS PICNIC CENTRAL PK NY	06/30/14	238770	1,301.79-
DUPREE, JOHNNY MAYOR								
Sum								1,301.79-
00001	E S R I (ENVIR SYS RESEA	92796920	00143314	13005813	LICENSE AGREEMENT MPO DEPT	06/30/14	238772	9,019.86-
E S RI (ENVIR SYS RESEA								
Sum								9,019.86-
00001	ECONOMY SUPPLY CO	211963	00143111	13005858	BLDG MATLS CONSTR DEPT	06/30/14	238775	207.90-
00001	ECONOMY SUPPLY CO	214348	00143381	13006058	BARRICADE MATLS TRAFFIC DEPT	06/30/14	238775	1,453.96-
ECONOMY SUPPLY CO								
Sum								1,661.86-
00001	EXPRESS PRESS	25504	00142568	13006051	SPORT SHIRTS FAIRLEY POLICE	06/30/14	238779	113.50-
00001	EXPRESS PRESS	25503	00142578	13006052	SPORT SHIRTS SIMS/RICHARDSON	06/30/14	238779	290.50-
EXPRESS PRESS								
Sum								404.00-
00001	FASTENAL COMPANY	MSHAT171784	00143098	13005853	SAFETY VESTS STREET DEPT	06/30/14	238782	449.70-
00001	FASTENAL COMPANY	MSHAT172038	00143332	13006059	WATER COOLERS STREET DEPT	06/30/14	238782	245.13-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

FASTENAL COMPANY							-----
Sum							694.83-
00001	FEDERAL EXPRESS	2-675-03237	00143310	13005809	SERV 5/28/14 HARTFIELD M/ADM	06/30/14 238783	81.80-
00001	FEDERAL EXPRESS	2-675-03237(	00143310	13005810	SERV 5/27/14 WAITS ENGR DEPT	06/30/14 238783	15.55-
00001	FEDERAL EXPRESS	2-682-23248	00143464	13005996	SERV 6/4/14 M/ADM	06/30/14 238783	29.25-
00001	FEDERAL EXPRESS	2-682-23248(	00143464	13005997	SERV 6/5/14 WAITS ENGR DEPT	06/30/14 238783	15.55-
00001	FEDERAL EXPRESS	2-689-73364	00143644	13006114	SERV 6/13/14 M/ADM	06/30/14 238783	17.57-

FEDERAL EXPRESS							-----
Sum							159.72-
00001	FIELDER, DAVID	TRAVEL REIMB	00143626	13006132	EXPNS TRENCH RESCUE CLASSES	06/30/14 238785	127.94-

FIELDER, DAVID							-----
Sum							127.94-
00001	FORREST CTY CHANCERY COU	PO#143339 5/	00143339	13005826	15 RSOLUTIONS 5/2 LAND CODE	06/30/14 238786	171.00-

FORREST CTY CHANCERY COU							-----
Sum							171.00-
00001	FORREST CTY SUPERVISORS	JAIL 4/14 EX	00143397	13005891	JAIL 4/14 EXPENSES	06/30/14 238787	65,000.00-
00001	FORREST CTY SUPERVISORS	JAIL 4/14 ME	00143397	13005892	JAIL 4/14 MEDICAL	06/30/14 238787	1,616.19-

FORREST CTY SUPERVISORS							-----
Sum							66,616.19-
00001	FORREST GENERAL HOSPITAL	H90012949601	00143396	13005882	SRV 12/20/13 SHELBY-PRISONER	06/30/14 238788	9,392.40-
00001	FORREST GENERAL HOSPITAL	H90018929800	00143396	13005883	SRV 4/28/14 HATHORN-PRISONER	06/30/14 238788	3,984.55-
00001	FORREST GENERAL HOSPITAL	H90018527200	00143396	13005884	SRV 4/19/14 HILL-PRISONER	06/30/14 238788	952.10-

FORREST GENERAL HOSPITAL							-----
Sum							14,329.05-
00001	FUELMAN OF MS	BG127044 NP4	00143300	13005825	FUEL CHGS 5/26-6/1/14 FIRE	06/30/14 238789	53.43-
00001	FUELMAN OF MS	BG127044 NP4	00143334	13005850	FUEL CHG-QUINN-ORLANDO	06/30/14 238789	88.71-
00001	FUELMAN OF MS	BG127044 NP4	00143334	13005851	FUEL CHG QUINN ORLANDO	06/30/14 238789	130.75-

FUELMAN OF MS							-----
Sum							272.89-
00001	G & K SERVICES	1035489559	00143301	13005897	UNIFORMS 5/06 TRAFFIC	06/30/14 238797	41.63-
00001	G & K SERVICES	1035491710	00143301	13005898	UNIFORMS 5/13 TRAFFIC	06/30/14 238797	32.13-
00001	G & K SERVICES	1035493871	00143301	13005899	UNIFORMS 5/20 TRAFFIC	06/30/14 238797	32.13-
00001	G & K SERVICES	1035496038	00143301	13005900	UNIFORMS 5/27 TRAFFIC	06/30/14 238797	32.13-
00001	G & K SERVICES	1035491711	00143301	13005901	UNIFORMS 5/13 CONSTR	06/30/14 238797	50.22-
00001	G & K SERVICES	1035493872	00143301	13005902	UNIFORMS 5/20 CONSTR	06/30/14 238797	50.22-
00001	G & K SERVICES	1035493872 A	00143301	13005903	UNIFORMS 5/20 CONSTR ADDL	06/30/14 238797	44.10-
00001	G & K SERVICES	1035489561	00143301	13005904	MATS 5/06 CONSTR	06/30/14 238797	6.40-
00001	G & K SERVICES	1035491712	00143301	13005905	MATS 5/13 CONSTR	06/30/14 238797	6.40-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	G & K SERVICES	1035493873	00143301	13005906	MATS 5/20 CONSTR	06/30/14	238797	6.40-
00001	G & K SERVICES	1035496040	00143301	13005907	MATS 5/27 CONSTR	06/30/14	238797	6.40-
00001	G & K SERVICES	1035480965	00143472	13005929	UNIFORMS 4/08 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035483115	00143472	13005930	UNIFORMS 4/15 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035485266	00143472	13005931	UNIFORMS 4/22 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035487424	00143472	13005932	UNIFORMS 4/29 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035489572	00143472	13005933	UNIFORMS 5/06 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035491723	00143472	13005934	UNIFORMS 5/13 STREET	06/30/14	238797	25.96-
00001	G & K SERVICES	1035493884	00143472	13005935	UNIFORMS 5/20 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035496051	00143472	13005936	UNIFORMS 5/27 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035480966	00143472	13005937	UNIFORMS 4/08 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035483116	00143472	13005938	UNIFORMS 4/15 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035485267	00143472	13005939	UNIFORMS 4/22 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035487425	00143472	13005940	UNIFORMS 4/29 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035489573	00143472	13005941	UNIFORMS 5/06 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035491724	00143472	13005942	UNIFORMS 5/13 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035493885	00143472	13005943	UNIFORMS 5/20 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035496052	00143472	13005944	UNIFORMS 5/27 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035480969	00143472	13005945	UNIFORMS 4/08 SANIT	06/30/14	238797	121.48-
00001	G & K SERVICES	1035483119	00143472	13005946	UNIFORMS 4/15 SANIT	06/30/14	238797	125.12-
00001	G & K SERVICES	1035485270	00143472	13005947	UNIFORMS 4/22 SANIT	06/30/14	238797	144.02-
00001	G & K SERVICES	1035487428	00143472	13005948	UNIFORMS 4/29 SANIT	06/30/14	238797	125.12-
00001	G & K SERVICES	1035489576	00143472	13005949	UNIFORMS 5/06 SANIT	06/30/14	238797	131.42-
00001	G & K SERVICES	1035491727	00143472	13005950	UNIFORMS 5/13 SANIT	06/30/14	238797	127.42-
00001	G & K SERVICES	1035493888	00143472	13005951	UNIFORMS 5/20 SANIT	06/30/14	238797	121.12-
00001	G & K SERVICES	1035496055	00143472	13005952	UNIFORMS 5/27 SANIT	06/30/14	238797	121.12-
00001	G & K SERVICES	1035480968	00143472	13005953	UNIFORMS 4/08 SANIT	06/30/14	238797	113.82-
00001	G & K SERVICES	1035483118	00143472	13005954	UNIFORMS 4/15 SANIT	06/30/14	238797	119.10-
00001	G & K SERVICES	1035485269	00143472	13005955	UNIFORMS 4/22 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035487427	00143472	13005956	UNIFORMS 4/29 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035489575	00143472	13005957	UNIFORMS 5/06 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035491726	00143472	13005958	UNIFORMS 5/13 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035493887	00143472	13005959	UNIFORMS 5/20 SANIT	06/30/14	238797	134.44-
00001	G & K SERVICES	1035496054	00143472	13005960	UNIFORMS 5/27 SANIT	06/30/14	238797	144.67-
00001	G & K SERVICES	1035480967	00143472	13005961	UNIFORMS 4/08 HEALTH	06/30/14	238797	15.84-
00001	G & K SERVICES	1035483117	00143472	13005962	UNIFORMS 4/15 HEALTH	06/30/14	238797	15.84-
00001	G & K SERVICES	1035485268	00143472	13005963	UNIFORMS 4/22 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035487426	00143472	13005964	UNIFORMS 4/29 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035489574	00143472	13005965	UNIFORMS 5/06 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035491725	00143472	13005966	UNIFORMS 5/13 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035493886	00143472	13005967	UNIFORMS 5/20 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035496053	00143472	13005968	UNIFORMS 5/27 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035480970	00143472	13005969	UNIFORMS 4/08 SHOP	06/30/14	238797	41.64-
00001	G & K SERVICES	1035483120	00143472	13005970	UNIFORMS 4/15 SHOP	06/30/14	238797	43.16-
00001	G & K SERVICES	1035485271	00143472	13005971	UNIFORMS 4/22 SHOP	06/30/14	238797	74.66-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	G & K SERVICES	1035487429	00143472	13005972	UNIFORMS 4/29 SHOP	06/30/14	238797	53.88-
00001	G & K SERVICES	1035489577	00143472	13005973	UNIFORMS 5/06 SHOP	06/30/14	238797	72.78-
00001	G & K SERVICES	1035491728	00143472	13005974	UNIFORMS 5/13 SHOP	06/30/14	238797	53.88-
00001	G & K SERVICES	1035493889	00143472	13005975	UNIFORMS 5/20 SHOP	06/30/14	238797	55.52-
00001	G & K SERVICES	1035496056	00143472	13005976	UNIFORMS 5/27 SHOP	06/30/14	238797	55.52-
00001	G & K SERVICES	1035480971	00143472	13005977	MATS 4/08 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035483121	00143472	13005978	MATS 4/15 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035486272	00143472	13005979	MATS 4/22 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035487430	00143472	13005980	MATS 4/29 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035489578	00143472	13005981	MATS 5/06 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035491729	00143472	13005982	MATS 5/13 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035493890	00143472	13005983	MATS 5/20 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035496057	00143472	13005984	MATS 5/27 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035480972	00143472	13005985	MATS 4/08 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035483122	00143472	13005986	MATS 4/15 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035485273	00143472	13005987	MATS 4/22 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035487431	00143472	13005988	MATS 4/29 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035489579	00143472	13005989	MATS 5/06 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035491730	00143472	13005990	MATS 5/14 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035493891	00143472	13005991	MATS 5/20 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035496058	00143472	13005992	MATS 5/27 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035498205	00143663	13006139	UNIFORMS/MOP 6/03 ENGR DEPT	06/30/14	238797	8.82-
00001	G & K SERVICES	1035500376	00143663	13006140	UNIFORMS/MOP 6/10 ENGR DEPT	06/30/14	238797	8.82-
00001	G & K SERVICES	1035502544	00143663	13006141	UNIFORMS/MOP 6/17 ENGR DEPT	06/30/14	238797	8.82-
00001	G & K SERVICES	1035504723	00143663	13006142	UNIFORMS/MOP 6/24 ENGR DEPT	06/30/14	238797	8.82-
G & KSERVICES								
Sum								3,925.03-
00001	GARNER LUMLEY ELECTRIC S	501277	00143459	13006138	HVAC SUPP CHEM STORAGE BLDG	06/30/14	238798	377.06-
GARNERLUMLEY ELECTRIC S								
Sum								377.06-
00001	GARY'S SMALL ENGINE REPA	PO#143143 6/	00143143	13005848	TRIMMER REPR PTS FIRE DEPT	06/30/14	238799	91.96-
GARY'SSMALL ENGINE REPA								
Sum								91.96-
00001	GILKEY ELECTRIC SUPPLY C	256860	00143210	13006028	ELEC SUPP CONSTR DEPT	06/30/14	238802	113.25-
GILKEYELECTRIC SUPPLY C								
Sum								113.25-
00001	GILLILANDS ELECTRONICS S	57359	00143315	13005860	CHANGE DOOR CODE SANIT BLDG	06/30/14	238803	70.00-
00001	GILLILANDS ELECTRONICS S	57379	00143392	13005873	TEST/LABEL PHONE JACK-PURCH	06/30/14	238803	70.00-
00001	GILLILANDS ELECTRONICS S	57415	00143499	13006001	COMPUTER PTS INFO TECH	06/30/14	238803	129.95-
00001	GILLILANDS ELECTRONICS S	57411	00143528	13006014	CHECK CABLES POLICE DEPT	06/30/14	238803	70.00-

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GILLILANDS ELECTRONICS S							
Sum							339.95-
00001 GULF COAST OFFICE PRODUC	1464043-0	00143542	13006162	JANIT/OFFICE SUPP STREET	06/30/14	238809	192.19-
GULF COAST OFFICE PRODUC							
Sum							192.19-
00001 H'BURG AMERICAN (SUBSCRI	HA0035486 6/	00143571	13006034	SUBSCRIPT 6/14-5/15 M/ADM	06/30/14	238810	240.02-
H'BURGAMERICAN (SUBSCRI							
Sum							240.02-
00001 H'BURG COCA COLA BOTTLIN	5640201417	00143509	13006074	BOTTLED WATER COUNCIL OFFICE	06/30/14	238811	49.00-
H'BURGCoca Cola BOTTLIN							
Sum							49.00-
00001 H'BURG HYDRAULICS INC	55890	00143540	13006108	REPRS U#15856 CEMETERY	06/30/14	238812	46.81-
00001 H'BURG HYDRAULICS INC	55897	00143570	13006109	REPRS U#16010 CEMETERY	06/30/14	238812	139.50-
H'BURGHYDRAULICS INC							
Sum							186.31-
00001 HANCOCK BANK TRUST & FIN	6/23/14 DUE	02014598	13006068	MDB 2001 BONDS 12/22/08	06/24/14	18892	2,122.55-
HANCOCK BANK TRUST & FIN							
Sum							2,122.55-
00001 HANGER ORTHOPEDIC GROUP,	ET93XIB1PNB1	00143403	13005886	SRV 3/02/14 STANTON-PRISONER	06/30/14	238813	219.26-
HANGERORTHOPEDIC GROUP,							
Sum							219.26-
00001 HANGER PROSTHETICS & ORT	9NA4XIB1PNB1	00143402	13005885	SRV 2/17/14 HOLLIMON-PRISONER	06/30/14	238814	175.00-
HANGERPROSTHETICS & ORT							
Sum							175.00-
00001 HEALTHWORKS LLC	20046820	00143477	13006002	DRUG SCREEN POST ACCIDENT	06/30/14	238819	84.00-
HEALTHWORKS LLC							
Sum							84.00-
00001 HOME DEPOT	1972024	00142943	13006056	OUTDOOR CANOPIES P/F ACADEMY	06/30/14	238821	398.00-
HOME DEPOT							
Sum							398.00-
00001 HOOK-FAST SPECIALTIES IN	287493	00143049	13005917	UNIFORM ACCESSORIES FIRE DEPT	06/30/14	238822	82.00-
HOOK-FAST SPECIALTIES IN							
Sum							82.00-
00001 HUGHES SUPPLY	S143776750.0	00143188	13005919	HVAC BLDG SUPP TIME CLOCK RM	06/30/14	238826	60.34-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								180.00-
00001	LEADER PROMOTIONS INC	220613	00142288	13005910	SOUVENIRS DOLLARWISE CAMPAIGN	06/30/14	238852	2,260.59-
LEADERPROMOTIONS INC								
Sum								2,260.59-
00001	LENNY'S SUB SHOP	167	00143295	13006000	FOOD CERT TRNG CITIZENS CORPS	06/30/14	238853	158.85-
LENNY'S SUB SHOP								
Sum								158.85-
00001	M T S SAFETY PRODUCTS IN	4650700	00143285	13006077	CERT EMER TRNG BAGS CITIZENS	06/30/14	238858	1,627.50-
M T SSAFETY PRODUCTS IN								
Sum								1,627.50-
00001	MANGUM, CARL	0100	00143660	13006115	INSTRUCTOR CITIZENS CORP TRNG	06/30/14	238859	500.00-
MANGUM, CARL								
Sum								500.00-
00001	MARVIN'S INC	15376360-417	00143011	13006023	PORTLAND CEMENT STREET DEPT	06/30/14	238861	767.90-
MARVIN'S INC								
Sum								767.90-
00001	MCCRORY, DONALD P	SALARY 5/14	00143544	13006015	SALARY 5/14 HOMELAND SEC TRNR	06/30/14	238862	4,172.00-
00001	MCCRORY, DONALD P	HOTEL 5/14	00143544	13006016	HOTEL EXPNS 5/14 RRT COORD	06/30/14	238862	620.84-
00001	MCCRORY, DONALD P	MEALS 5/14	00143544	13006017	MEALS 5/14 RRT COORD	06/30/14	238862	234.29-
00001	MCCRORY, DONALD P	GAS EXPENSE	00143544	13006018	GAS EXP 5/14 RRT COORD	06/30/14	238862	323.27-
00001	MCCRORY, DONALD P	CELL PHONE 5	00143544	13006019	CELL PHONE EXP 5/14 RRT COORD	06/30/14	238862	45.67-
MCCRORY, DONALD P								
Sum								5,396.07-
00001	MCELHANEY PLUMBING INC	221321	00143243	13005834	RPLCMNT WTR FOUNTAIN PUB WRKS	06/30/14	238863	525.23-
00001	MCELHANEY PLUMBING INC	221263	00143450	13006098	ICE MACHINE REPR PTS P/WORKS	06/30/14	238863	103.40-
MCELHANEY PLUMBING INC								
Sum								628.63-
00001	MCMULLAN EQUIPMENT CO	3513771C	00142845	13006079	OIL CHANGE MPO DEPT JEEP	06/30/14	238866	36.95-
MCMULLAN EQUIPMENT CO								
Sum								36.95-
00001	MID SOUTH GLASS INC	0040248	00143318	13005923	PLEXIGLASS WARD MAP FRAMES	06/30/14	238869	192.00-
MID SOUTH GLASS INC								
Sum								192.00-
00001	MID SOUTH UNIFORM & SUPP	515991	00142976	13005912	GOLD CAP STRAPS POLICE DEPT	06/30/14	238870	237.30-
00001	MID SOUTH UNIFORM & SUPP	516263	00142681	13006053	GOLD P BUTTONS POLICE CAPS	06/30/14	238870	44.00-

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MID SOUTH UNIFORM & SUPP							
Sum							281.30-
00001 MIKE'S TIRE & WHEEL CO	2174879	00143355	13006026	TRACTOR TUBES U#16201 STREET	06/30/14	238871	120.96-
00001 MIKE'S TIRE & WHEEL CO	2174253	00143452	13006164	TIRE TUBES MOWER U#15515 ST	06/30/14	238871	213.40-
MIKE'S TIRE & WHEEL CO							
Sum							334.36-
00001 MINIT MART	616	00143247	13005909	FOOD TRNG CITIZENS CORPS	06/30/14	238873	246.00-
00001 MINIT MART	619	00143497	13006078	FOOD-CITIZENS CORP TRAINING	06/30/14	238873	251.00-
MINITMART							
Sum							497.00-
00001 MITCHELL TOOL SALES & SE	90290	00143384	13005925	RATCHET STRAPS AIRPORT MAINT	06/30/14	238874	39.98-
MITCHELL TOOL SALES & SE							
Sum							39.98-
00001 MOMAR INC	A76638	00143453	13006064	TRUCK WASH/WASP SPRAY CONSTR	06/30/14	238876	825.53-
MOMAR INC							
Sum							825.53-
00001 MS DEPARTMENT OF ENVIRON	UST-00016028	00143419	13005920	ANNUAL TANK FEES	06/30/14	238879	200.00-
MS DEPARTMENT OF ENVIRON							
Sum							200.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02014597	13006072	LONG DIST CHGS 6/14 VARI DEPTS	06/30/14	238880	15,484.02-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02014608	13006151	NCIC CONNECTION 6/14 POLICE	06/30/14	238880	224.00-
MS DEPT OF INFORMATION T							
Sum							15,708.02-
00001 MS GRASS NURSERY	25498	00142425	13006104	GRASS SOD CEMETERY	06/30/14	238882	100.00-
00001 MS GRASS NURSERY	25670	00142425	13006105	GRASS SOD CEMETERY	06/30/14	238882	100.00-
00001 MS GRASS NURSERY	25683	00143589	13006143	GRASS SOD YARD REPR DRNGE DEP	06/30/14	238882	300.00-
MS GRASS NURSERY							
Sum							500.00-
00001 MS POWER COMPANY	6/14 GENERAL	00201418	13006073	MNTHLY ELEC-GENERAL	06/30/14	238883	116,329.29-
MS POWER COMPANY							
Sum							116,329.29-
00001 MS STATE PERSONNEL BOARD	IN 614 LMS14	00143131	13006075	REG-BERNARDO 6/9-13 BCS PROG	06/30/14	238884	300.00-
MS STATE PERSONNEL BOARD							
Sum							300.00-
00001 MS STATE/DEPT OF HEALTH/	14-108907	00143622	13006137	PRESSURIZED TANK INSPECTIONS	06/30/14	238885	390.00-

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MS STATE/DEPT OF HEALTH/ Sum							390.00-
00001 MULTITECH OFFICE MACHINE	14060268	00143150	13005842	COMPUTER SUPP INFO TECH	06/30/14	238886	1,709.30-
MULTITECH OFFICE MACHINE Sum							1,709.30-
00001 NAPA AUTO PARTS	509320	00143338	13005918	REPR PTS U#14516 FIRE DEPT	06/30/14	238887	245.18-
00001 NAPA AUTO PARTS	509447	00143492	13006021	REPR PTS U#13560 FIRE DEPT	06/30/14	238887	111.63-
00001 NAPA AUTO PARTS	509761	00143574	13006165	REPR PTS U#13982 STREET	06/30/14	238887	29.38-
NAPA AUTO PARTS Sum							386.19-
00001 NATL ANIMAL CONTROL ASSN	300000196	00143617	13006103	AGENCY 2014 MBRSHIP DUES	06/30/14	238888	125.00-
NATL ANIMAL CONTROL ASSN Sum							125.00-
00001 NEWELL PAPER COMPANY	815913	00143268	13005911	JANIT SUPP POLICE DEPT	06/30/14	238892	1,195.94-
00001 NEWELL PAPER COMPANY	816419	00143311	13006049	JANIT SUPP POLICE DEPT	06/30/14	238892	829.35-
NEWELLPAPER COMPANY Sum							2,025.29-
00001 NORFOLK SOUTHERN CORP	90133871	00143495	13006010	6/14 LEASE RR ST PK LOT	06/30/14	238893	1,830.14-
00001 NORFOLK SOUTHERN CORP	90134917	00143495	13006011	7/14 LEASE RR ST PK LOT	06/30/14	238894	1,900.00-
NORFOLK SOUTHERN CORP Sum							3,730.14-
00001 NORTHERN TOOL & EQUIP CO	30861089	00143415	13006147	SEAT KNUCKLEBOOM LOADER CEM	06/30/14	238895	92.28-
NORTHERN TOOL & EQUIP CO Sum							92.28-
00001 OFFICE DEPOT INC	1687249380	00143135	13005857	CAMERA PUBLIC WORKS	06/30/14	238897	108.48-
00001 OFFICE DEPOT INC	716940741001	00143194	13006036	OFFICE SUPP MPO DEPT	06/30/14	238897	57.41-
00001 OFFICE DEPOT INC	716940129001	00143194	13006037	OFFICE SUPP MPO DEPT	06/30/14	238897	32.97-
00001 OFFICE DEPOT INC	716940130001	00143194	13006038	OFFICE SUPP MPO DEPT	06/30/14	238897	62.84-
00001 OFFICE DEPOT INC	716940131001	00143194	13006039	OFFICE SUPP MPO DEPT	06/30/14	238897	7.60-
00001 OFFICE DEPOT INC	716940132001	00143194	13006040	OFFICE SUPP MPO DEPT	06/30/14	238897	12.57-
00001 OFFICE DEPOT INC	716940133001	00143194	13006041	OFFICE SUPP MPO DEPT	06/30/14	238897	73.19-
00001 OFFICE DEPOT INC	716940515001	00143199	13006042	COMPUTER SUPP MPO DEPT	06/30/14	238897	136.37-
00001 OFFICE DEPOT INC	716940516001	00143199	13006043	COMPUTER SUPP MPO DEPT	06/30/14	238897	256.07-
00001 OFFICE DEPOT INC	716940515002	00143199	13006044	COMPUTER SUPP MPO DEPT	06/30/14	238897	75.98-
00001 OFFICE DEPOT INC	716938276001	00143192	13006045	TABLET MPO DEPT	06/30/14	238897	279.91-
00001 OFFICE DEPOT INC	716935691001	00143192	13006046	PRINTER MPO DEPT	06/30/14	238897	265.99-
00001 OFFICE DEPOT INC	716934255001	00143103	13006047	CD/DVD ENVELOPES POLICE DEPT	06/30/14	238897	108.36-
00001 OFFICE DEPOT INC	716934256001	00143103	13006048	DVD-R DISKS POLICE DEPT	06/30/14	238897	329.40-
00001 OFFICE DEPOT INC	1688696522	00143273	13006128	GREETING CARD STOCK P/F ACDMY	06/30/14	238897	79.93-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	OFFICE DEPOT INC	713177068001	00143273	13006129	GREETING CARD STOCK P/F ACDMY	06/30/14	238897	82.96-
OFFICEDEPOT INC								
Sum								1,970.03-
00001	OVERHEAD DOOR CO OF HBUR	67000	00142995	13006057	BAY DOOR REPR #6 FIRE STA	06/30/14	238900	975.00-
00001	OVERHEAD DOOR CO OF HBUR	67024	00143224	13006157	BAY DOOR REPR #8 FIRE STA	06/30/14	238900	870.00-
OVERHEAD DOOR CO OF HBUR								
Sum								1,845.00-
00001	PEARL RIVER VALLEY EPA (	6/14 GENERAL	00201418	13006149	MNTHLY 6/14 PUBLIC SERVICES	06/30/14	238903	1,336.21-
PEARLRIVER VALLEY EPA (								
Sum								1,336.21-
00001	PINE BELT OIL COMPANY IN	1019362	00143212	13005841	WEEKLY GAS/DIESEL PUB WORKS	06/30/14	238905	26,027.26-
00001	PINE BELT OIL COMPANY IN	1016958	00143387	13005995	WEEKLY GAS/DIESEL PUB WORKS	06/30/14	238905	26,925.82-
00001	PINE BELT OIL COMPANY IN	792749	00143498	13006007	FUEL CARDS ENTIRE CITY	06/30/14	238905	516.42-
00001	PINE BELT OIL COMPANY IN	1019366	00143600	13006152	WEEKLY DIESEL PUBLIC WORKS	06/30/14	238905	18,759.52-
00001	PINE BELT OIL COMPANY IN	1021864	00143600	13006153	WEEKLY GAS PUBLIC WORKS	06/30/14	238905	19,245.80-
PINE BELT OIL COMPANY IN								
Sum								91,474.82-
00001	PINE BELT REGIONAL SOLID	100006 5/14	00143288	13005839	REFUSE DISPOSAL 4/30-5/30	06/30/14	238906	39,095.94-
PINE BELT REGIONAL SOLID								
Sum								39,095.94-
00001	PITNEY BOWES INC-METER R	0988915-JN14	00143476	13006004	POSTAGE MACHINE LEASE C HALL	06/30/14	238909	1,566.00-
PITNEYBOWES INC-METER R								
Sum								1,566.00-
00001	POWER PLUS INC	26900	00143017	13005854	EZ REACH TOOLS-TRASH PICKUP	06/30/14	238913	379.00-
POWERPLUS INC								
Sum								379.00-
00001	PRECISION DELTA CORP	84517	00141001	13005847	TRAINING AMMO P/F ACADEMY	06/30/14	238914	2,900.00-
00001	PRECISION DELTA CORP	83249	00136761	13005877	AMMO/TARGETS P/F ACADEMY	06/30/14	238914	820.00-
00001	PRECISION DELTA CORP	83771	00136761	13005878	AMMO/TARGETS P/F ACADEMY	06/30/14	238914	1,260.00-
00001	PRECISION DELTA CORP	84138	00136761	13005879	AMMO/TARGETS P/F ACADEMY	06/30/14	238914	172.00-
PRECISION DELTA CORP								
Sum								5,152.00-
00001	PUCKETT RENTS	444504-0001	00142838	13006012	EXCAVATOR-TRAINING P/F ACDMY	06/30/14	238915	1,767.00-
00001	PUCKETT RENTS	444504-0002	00142838	13006013	TIME/RATE INVOICE ADJUSTMENT	06/30/14	238915	1,474.60
PUCKETT RENTS								
Sum								292.40-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	R E GRAPHICS & PHOTOGRAP	9919	00143262	13005908	LADYBUG INSTITUTE LOGO	06/30/14	238916	300.00-
	R E GRAPHICS & PHOTOGRAP							300.00-
	Sum							1,000.00-
00001	RAY-E FOUNDATION INC	JUNETEENTH A	00143430	13005866	JUNETEENTH AD 2014	06/17/14	18883	40.40-
	RAY-EFOUNDATION INC							40.40-
	Sum							1,000.00-
00001	REGIONS CARDHOLDER SERVI	7079 5/30/14	00143336	13005829	REGISTRATION W QUINN	06/30/14	238919	630.00-
00001	REGIONS CARDHOLDER SERVI	7079 5/30/14	00143336	13005830	TUITION ONLINE J MITCHELL	06/30/14	238919	69.00-
00001	REGIONS CARDHOLDER SERVI	7079 5/30/14	00143336	13005831	EXP QUINN 5/18-23 CODE INST	06/30/14	238919	519.28-
00001	REGIONS CARDHOLDER SERVI	7079 5/30/14	00143336	13005832	LATE FEE	06/30/14	238919	40.40-
	REGIONS CARDHOLDER SERVI							40.40-
	Sum							1,258.68-
00001	ROCKING C TRUCK & TRAILER	1290049858	00143359	13006166	REPR PTS U#11839 STREET	06/30/14	238921	531.25-
	ROCKING C TRUCK & TRAILER							531.25-
	Sum							531.25-
00001	RODCO, LLC	10254	00143344	13005828	O'REILLY AUTO PTS PLANS REVW	06/30/14	238922	250.00-
	RODCO,LLC							250.00-
	Sum							1,250.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINIONS 6/0	00143340	13005827	5 TITLE OPINIONS LAND CODE	06/30/14	238923	1,250.00-
	ROGERS, KEVIN & ASSOCIAT							1,250.00-
	Sum							575.96-
00001	SANFORD, JOHN L JR INC	46454	00142416	13006055	LIMESTONE P/F ACDMY TRNG SITE	06/30/14	238927	575.96-
	SANFORD, JOHN L JR INC							575.96-
	Sum							130.75-
00001	SCOTTS HYDRAULIC SERVICE	18071	00142732	13005849	REPR PTS U#8323 FIRE DEPT	06/30/14	238928	130.75-
	SCOTTSHYDRAULIC SERVICE							130.75-
	Sum							35.55-
00001	SHERWIN-WILLIAMS COMPANY	5636-5	00143319	13006066	PAINT SUPP CITY WARD FRAMES	06/30/14	238930	35.55-
	SHERWIN-WILLIAMS COMPANY							35.55-
	Sum							154.56-
00001	SOLAR SUPPLY INC	3456351	00143428	13005921	BLACK DUCT TAPE FESTIVALS	06/30/14	238934	154.56-
00001	SOLAR SUPPLY INC	3456297	00143390	13006060	HVAC MATLS CHEMICAL BLDG	06/30/14	238934	441.83-
00001	SOLAR SUPPLY INC	3456561	00143585	13006091	A/C FREON POLICE DEPT	06/30/14	238934	249.75-
	SOLARSUPPLY INC							249.75-
	Sum							846.14-

STATEFIRE ACADEMY

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								525.00-
00001	STEWART'S CAMERA CENTER	7643	00143639	13006156	PHOTO P/F ACADEMY	06/30/14	238944	15.95-
Sum	STEWART'S CAMERA CENTER							15.95-
00001	STRIBLING EQUIPMENT CO L	CS006074918:	00143356	13006061	REPR PTS U#17898 STREET DEPT	06/30/14	238945	534.29-
Sum	STRIBLING EQUIPMENT CO L							534.29-
00001	TEMPLE INC	INV0131829	00142658	13005852	TRAFF EQUIP PTS TRAFFIC STOCK	06/30/14	238946	15,131.00-
Sum	TEMPLEINC							15,131.00-
00001	TRUCK SERVICE & EQUIPMEN	316258	00143576	13006167	REPR PTS SANIT STOCK	06/30/14	238952	105.36-
Sum	TRUCKSERVICE & EQUIPMEN							105.36-
00001	TRUCKS PLUS AUTO ACCESSO	28376	00143059	13005836	TRAILER HITCH CONSTR DEPT	06/30/14	238953	64.00-
Sum	TRUCKSPLUS AUTO ACCESSO							64.00-
00001	UNITED PARCEL SERVICE IN	00008E1Y1523	00143399	13005876	SHIP CHGS 5/2,5/23 POLICE	06/30/14	238957	46.08-
Sum	UNITEDPARCEL SERVICE IN							46.08-
00001	VAUGHN WILSON PHOTOGRAPH	5	00142920	13005844	PHOTOS HARRIS/WEAVER-HARRIS	06/30/14	238960	100.00-
Sum	VAUGHNWILSON PHOTOGRAPH							100.00-
00001	VERIZON WIRELESS	9726212974	00143323	13005811	INET/NETWORK 6/14 INFO TECH	06/30/14	238961	1,560.53-
Sum	VERIZON WIRELESS							1,560.53-
00001	VIP PRODUCTIONS	924	00143342	13005823	GRADUATION VIDEO P/F ACADEMY	06/30/14	238962	400.00-
Sum	VIP PRODUCTIONS							400.00-
00001	WAL-MART STORES INC	002039	00143333	13006069	IPAD SUPP-COLEMAN-NIP	06/30/14	238964	94.88-
Sum	WAL-MART STORES INC							94.88-
00001	WANSLEY'S MACHINE & DRIV	34129	00143545	13006062	REPRS U#14402 STREET DEPT	06/30/14	238965	1,365.00-
Sum	WANSLEY'S MACHINE & DRIV							1,365.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	WASTE MANAGEMENT OF SOUT	0007475-2526	00143289	13005840	REFUSE DISPOSAL 5/16-6/1 SANI	06/30/14	238966	3,897.30-

WASTEMANAGEMENT OF SOUT								
Sum								
								3,897.30-
00001	WASTE PRO HATTIESBURG	426101	00143473	13006008	RECYCLE FEES 5/14 SANIT	06/30/14	238967	9,300.00-
00001	WASTE PRO HATTIESBURG	426090	00143473	13006009	RECYCLE FEES 5/14 SANIT	06/30/14	238967	20,784.30-

WASTEPRO HATTIESBURG								
Sum								
								30,084.30-
00001	WATERS INTERNATIONAL TRU	8-241700058	00143487	13006031	REPR PTS U#17727 SANIT	06/30/14	238968	2,647.96-
00001	WATERS INTERNATIONAL TRU	8-241700053	00143527	13006032	REPR PTS SANIT STOCK	06/30/14	238968	189.00-
00001	WATERS INTERNATIONAL TRU	8-241740049	00143577	13006099	WHEEL REPR PTS U#7871 STREET	06/30/14	238968	975.53-
00001	WATERS INTERNATIONAL TRU	8-241740064	00143579	13006101	REPR PTS U#17726 SANIT	06/30/14	238968	388.18-

WATERSINTERNATIONAL TRU								
Sum								
								4,200.67-
00001	WILLMUT GAS & OIL COMPAN	6/14 GENERAL	00201418	13006111	MNTHLY GAS-GENERAL	06/30/14	238970	410.33-

WILLMUT GAS & OIL COMPAN								
Sum								
								410.33-
00001	WORKWELL SERVICES (NEW V	15191	00143478	13006003	DRUG SCREEN NEW HIRE/ACCIDENT	06/30/14	238972	2,013.00-

WORKWELL SERVICES (NEW V								
Sum								
								2,013.00-

Sum								
								1,771,065.91-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND							
00002 A & R FARM AND GARDEN	251921	00143454	13001595	INSECTICIDE GRNDS MAINT	06/30/14	238687	168.00-
00002 A & R FARM AND GARDEN	251987	00143516	13001601	HERBICIDE/PAPER STICKS	06/30/14	238687	254.00-
A & RFARM AND GARDEN							
Sum							422.00-
00002 ADCOCK POOLS AND SPA	71383	00143520	13001620	CHEMICALS DAHMER/CE ROY POOLS	06/30/14	238690	275.88-
ADCOCKPOOLS AND SPA							
Sum							275.88-
00002 AGRI-AFC LLC	1882H	00143160	13001564	HERBICIDE ALL BALLFIELDS	06/30/14	238693	3,620.00-
AGRI-AFC LLC							
Sum							3,620.00-
00002 ALBRITTEN, AARON	SPORTS SERVS	02014606	13001669	SERVS LIFEGUARD	06/30/14	238695	315.00-
ALBRITTEN, AARON							
Sum							315.00-
00002 ALL SOUTH PORTABLE SANIT	13903	00143515	13001624	PORTALETS 7/21-22 JUNETEENTH	06/30/14	238696	900.00-
ALL SOUTH PORTABLE SANIT							
Sum							900.00-
00002 ALLBRITTON CHAIN SAW & L	33013	00143279	13001566	RPLCMNT BLOWER MOWING CREW	06/30/14	238697	439.99-
ALLBRITTON CHAIN SAW & L							
Sum							439.99-
00002 ANOINTED HANDS CLEANING	769	00143606	13001625	SERV 6/14 GRNDS MAINT OFFICE	06/30/14	238700	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	15074	00143467	13001591	BATTERY U#13989 GRNDS MAINT	06/30/14	238704	54.95-
00002 AUTO ARMATURE SERVICE IN	15160	00143523	13001596	BATTERY MOWER U#16978	06/30/14	238704	57.95-
AUTO ARMATURE SERVICE IN							
Sum							112.90-
00002 BARHAM, BRENT KENNETH	SPORTS SERVS	02014605	13001654	SERVS DIXIE MAJORS	06/30/14	238709	250.00-
BARHAM, BRENT KENNETH							
Sum							250.00-
00002 BASS CLEANERS	13454	00143388	13001592	CLEAN EVENT TABLECLOTHS	06/30/14	238713	75.00-
BASS CLEANERS							
Sum							75.00-
00002 BELL, DEVON	OFFICIAL 6/6	02014604	13001638	OFFICIAL-ADULT SOFTBALL	06/30/14	238717	34.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BELL,DEVON							
Sum							34.00-
00002 BETTS, SHERMAN	OFFICIAL 6/6	02014604	13001639	OFFICIAL-ADULT SOFTBALL	06/30/14	238718	238.00-
BETTS,SHERMAN							
Sum							238.00-
00002 BLAKNEY, BRENDEN	SPORTS SERVS	02014606	13001670	SERVS LIFEGUARD	06/30/14	238721	315.00-
BLAKNEY, BRENDEN							
Sum							315.00-
00002 BOOTH, JAKYRIA N	SPORTS SERVS	02014605	13001655	SERVS DIXIE MAJORS	06/30/14	238724	406.00-
BOOTH,JAKYRIA N							
Sum							406.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0130210	00143291	13001571	REPR MOWERS U#16978,U#18866	06/30/14	238726	154.99-
00002 BRACKMAN MOWER WAREHOUSE	IN0130211	00143294	13001572	REPR PTS MOWER U#17997	06/30/14	238726	65.56-
00002 BRACKMAN MOWER WAREHOUSE	IN0130212	00143294	13001573	REPRS MOWER U#17997	06/30/14	238726	84.50-
00002 BRACKMAN MOWER WAREHOUSE	IN0130207	00143297	13001574	REPRS MOWER U#19464	06/30/14	238726	40.87-
00002 BRACKMAN MOWER WAREHOUSE	IN0130209	00143293	13001577	HEDGE TRIMMER REPR	06/30/14	238726	40.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0130208	00143296	13001578	REPRS MOWER U#19653	06/30/14	238726	20.00-
00002 BRACKMAN MOWER WAREHOUSE	0130319	00143372	13001583	AGRI EQUIP SPARK PLUGS	06/30/14	238726	75.00-
00002 BRACKMAN MOWER WAREHOUSE	0130465	00143463	13001597	EDGER BLADES GRNDS MAINT	06/30/14	238726	50.00-
00002 BRACKMAN MOWER WAREHOUSE	0130533	00143510	13001608	MOWER BLADES GRNDS MAINT	06/30/14	238726	789.60-
00002 BRACKMAN MOWER WAREHOUSE	0130850	00143632	13001690	WEEDEATER REPR PTS	06/30/14	238726	254.50-
00002 BRACKMAN MOWER WAREHOUSE	IN0130851	00143642	13001691	REPRS MOWER U#8181	06/30/14	238726	59.50-
00002 BRACKMAN MOWER WAREHOUSE	0130849	00143649	13001692	REPRS U#19303 GRNDS MAINT	06/30/14	238726	406.00-
00002 BRACKMAN MOWER WAREHOUSE	0130884	00143676	13001697	TUBE REPR MOWER U#19303	06/30/14	238726	24.16-
BRACKMAN MOWER WAREHOUSE							
Sum							2,064.68-
00002 BRADDOCK, ARETHA	OFFICIAL 6/6	02014604	13001640	OFFICIAL-ADULT SOFTBALL	06/30/14	238727	51.00-
BRADDOCK, ARETHA							
Sum							51.00-
00002 BRADLEY, MARQUITA	SPORTS SERVS	02014607	13001676	SPORTS SUPPORT SERVICES	06/30/14	238728	192.00-
BRADLEY, MARQUITA							
Sum							192.00-
00002 BROWN, TIRON	SPORTS SERVS	02014607	13001675	SPORTS SUPPORT SERVICES	06/30/14	238731	32.00-
BROWN,TIRON							
Sum							32.00-
00002 BRYANT, JEFF	SPORTS SERVS	02014605	13001656	SERVS DIXIE MAJORS	06/30/14	238732	35.00-
BRYANT, JEFF							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							35.00-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13001627	TRF 2ND 6/14 PAYROLL	06/25/14	310052	83,828.54-
CITY OF HATTIESBURG FUND							
Sum							83,828.54-
00002 COLQUITT, EMMA	SPORTS SERVS	02014607	13001677	SPORTS SUPPORT SERVICES	06/30/14	238749	49.00-
COLQUITT, EMMA							
Sum							49.00-
00002 COMMERCIAL STATIONERY CO	359800-0	00143041	13001612	OFFICE SUPP REC ADM	06/30/14	238751	174.98-
00002 COMMERCIAL STATIONERY CO	359800-1	00143041	13001613	OFFICE SUPP REC ADM	06/30/14	238751	39.14-
COMMERCIAL STATIONERY CO							
Sum							214.12-
00002 COURTNEY'S RESTAURANT EQ	8623	00143597	13001633	ICE MACHINE REPR TATUM SOFTBL	06/30/14	238755	200.00-
COURTNEY'S RESTAURANT EQ							
Sum							200.00-
00002 CURRY III, GEORGE	SPORTS SERVS	02014605	13001657	SERVS DIXIE MAJORS	06/30/14	238756	85.00-
CURRYIII, GEORGE							
Sum							85.00-
00002 CURTIS, GEORGE	SPORTS SERVS	02014607	13001678	SPORTS SUPPORT SERVICES	06/30/14	238757	14.00-
CURTIS, GEORGE							
Sum							14.00-
00002 CURTIS, MALCOLM	OFFICIAL 6/6	02014604	13001641	OFFICIAL-ADULT SOFTBALL	06/30/14	238758	136.00-
CURTIS, MALCOLM							
Sum							136.00-
00002 DIXON, TIMOTHY	OFFICIAL 6/6	02014604	13001642	OFFICIAL-ADULT SOFTBALL	06/30/14	238766	51.00-
DIXON,TIMOTHY							
Sum							51.00-
00002 DOLEAC ELECTRIC CO INC	2014-1162	00136696	13001610	ELEC SUPP TATUM SOCCER FLDS	06/30/14	238767	7,086.75-
00002 DOLEAC ELECTRIC CO INC	2014-1162(B)	00143582	13001611	TATUM SOC LIGHTS PO#136696	06/30/14	238767	9,752.08-
DOLEACELECTRIC CO INC							
Sum							16,838.83-
00002 DOSSETT, KENNY	SPORTS SERVS	02014605	13001658	SERVS DIXIE MAJORS	06/30/14	238768	85.00-
DOSSETT, KENNY							
Sum							85.00-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	02014607	13001679	SPORTS SUPPORT SERVICES	06/30/14	238769	119.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
DUNMORE, JOHNATHAN							
Sum							119.00-
00002 EASLEY, CHARLES EDWARD	SPORTS SERVS	02014605	13001659	SERVS DIXIE MAJORS	06/30/14	238773	250.00-
EASLEY, CHARLES EDWARD							
Sum							250.00-
00002 EASLEY, NICKEY	SPORTS SERVS	02014605	13001660	SERVS DIXIE MAJORS	06/30/14	238774	35.00-
EASLEY, NICKEY							
Sum							35.00-
00002 ECONOMY SUPPLY CO	213828	00143151	13001568	BLDG SUPP TATUM PARK	06/30/14	238775	52.35-
00002 ECONOMY SUPPLY CO	213971	00143204	13001569	DOOR CLOSURE DAHMER PARK	06/30/14	238775	35.95-
00002 ECONOMY SUPPLY CO	213854	00142056	13001587	STAGE FORM MATLS TOWN SQ PK	06/30/14	238775	560.11-
ECONOMY SUPPLY CO							
Sum							648.41-
00002 ELKINS WHOLESALE INC	212338-00	00143631	13001688	JANIT SUPP GRNDS MAINT	06/30/14	238776	624.69-
00002 ELKINS WHOLESALE INC	21738-00	00143456	13001695	JANIT SUPP GRNDS MAINT	06/30/14	238776	32.41-
00002 ELKINS WHOLESALE INC	21738-01	00143456	13001696	JANIT SUPP GRNDS MAINT	06/30/14	238776	29.97-
ELKINSWHOLESALE INC							
Sum							687.07-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 6/6	02014604	13001643	OFFICIAL-ADULT SOFTBALL	06/30/14	238777	34.00-
ESTERS, WILLARD (BUTCH)							
Sum							34.00-
00002 FAIRLEY, BILLY RAY	913963	00141583	13001694	FOUNTAIN TILE REPR T DEPOT	06/30/14	238780	500.00-
FAIRLEY, BILLY RAY							
Sum							500.00-
00002 FASTENAL COMPANY	MSHAT171831	00143256	13001581	FIRST AID KITS REC MNT FLEET	06/30/14	238782	1,583.45-
FASTENAL COMPANY							
Sum							1,583.45-
00002 GILKEY ELECTRIC SUPPLY C	256954	00143329	13001582	ELEC SUPP DAHMER PK PAVILION	06/30/14	238802	112.40-
00002 GILKEY ELECTRIC SUPPLY C	257067	00143376	13001603	ELEC SUPP TATUM TENNIS COURT	06/30/14	238802	26.70-
GILKEYELECTRIC SUPPLY C							
Sum							139.10-
00002 GRAVES, JEREMY	SPORTS SERVS	02014605	13001661	SERVS DIXIE MAJORS	06/30/14	238805	85.00-
GRAVES, JEREMY							
Sum							85.00-
00002 GRAVES, STEVEN	SPORTS SERVS	02014605	13001662	SERVS DIXIE MAJORS	06/30/14	238806	35.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GRAVES, STEVEN							
Sum							35.00-
00002 HARTFIELD, JOE	SPORTS SERVS	02014605	13001663	SERVS DIXIE MAJORS	06/30/14	238815	70.00-
HARTFIELD, JOE							
Sum							70.00-
00002 HARTFIELD, JONATHAN CART	SPORTS SERVS	02014605	13001664	SERVS DIXIE MAJORS	06/30/14	238816	250.00-
HARTFIELD, JONATHAN CART							
Sum							250.00-
00002 HARTFIELD, MADISON	SPORTS SERVS	02014605	13001665	SERVS DIXIE MAJORS	06/30/14	238817	70.00-
HARTFIELD, MADISON							
Sum							70.00-
00002 HOLLIMAN, TYMENCE	SPORTS SERVS	02014605	13001666	SERVS DIXIE MAJORS	06/30/14	238820	35.00-
HOLLIMAN, TYMENCE							
Sum							35.00-
00002 HUGHES, RIONE	SPORTS SERVS	02014606	13001671	SERVS LIFEGUARD	06/30/14	238827	399.00-
HUGHES, RIONE							
Sum							399.00-
00002 HUSBAND, EARL	OFFICIAL 6/6	02014604	13001644	OFFICIAL-ADULT SOFTBALL	06/30/14	238828	68.00-
HUSBAND, EARL							
Sum							68.00-
00002 IRBY, STUART C CO	S008349789.0	00142697	13001579	CREDIT	06/30/14	238835	251.50
00002 IRBY, STUART C CO	S008352418.0	00143155	13001590	ELEC SUPP-TATUM PK SOFTBALL	06/30/14	238835	294.01-
00002 IRBY, STUART C CO	S008366836.0	00143337	13001604	ELEC SUPP DAHMER PAVILION	06/30/14	238835	102.72-
IRBY,STUART C CO							
Sum							145.23-
00002 J M H GRAPHICS	S 28144	00143221	13001602	MDOT-UYC SHIRTS	06/30/14	238836	1,195.50-
00002 J M H GRAPHICS	S 28302	00143225	13001614	LIFEGUARD SHIRTS REC ADM	06/30/14	238836	189.00-
J M HGRAPHICS							
Sum							1,384.50-
00002 JONES, ANN	PETTY CASH 6	00143672	13001628	PETTY CASH GRNDS MAINT	06/30/14	238838	115.16-
JONES,ANN							
Sum							115.16-
00002 JOSH OBERST DESIGN	14006	00138327	13001623	WELCOME/HBURG SIGN DESIGN	06/30/14	238839	500.00-
JOSH OBERST DESIGN							
Sum							500.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	KEELING COMPANY (HATTIES	S2645307.001	00143519	13001621	ELEC SUPP TATUM PARK	06/30/14	238842	160.29-
	KEELING COMPANY (HATTIES							
	Sum							160.29-
00002	KELLY, KEITH	OFFICIAL 6/6	02014604	13001645	OFFICIAL-ADULT BSKTBALL/SB	06/30/14	238843	221.00-
	KELLY,KEITH							
	Sum							221.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02014607	13001680	SPORTS SUPPORT SERVICES	06/30/14	238845	77.00-
	KETTLEY, ANNETTE							
	Sum							77.00-
00002	KEYS, MECHEKA	SPORTS SERVS	02014607	13001681	SPORTS SUPPORT SERVICES	06/30/14	238846	70.00-
	KEYS,MECHEKA							
	Sum							70.00-
00002	KIRKSEY, NANCY JONES	SPORTS SERVS	02014607	13001682	SPORTS SUPPORT SERVICES	06/30/14	238847	150.00-
	KIRKSEY, NANCY JONES							
	Sum							150.00-
00002	KNIGHT, C LEIGHTON	SPORTS SERVS	02014606	13001672	SERVS LIFEGUARD	06/30/14	238848	415.50-
	KNIGHT, C LEIGHTON							
	Sum							415.50-
00002	LANCASTER'S MACHINE & WE	21802	00143431	13001584	WELD REPR MOWER U#14980	06/30/14	238851	45.00-
	LANCASTER'S MACHINE & WE							
	Sum							45.00-
00002	LIQUI-CHEM, INC	54796 6/12/1	00142332	13001637	FERT/HERBICIDE C HALL/VET PARK	06/30/14	238855	42.00-
	LIQUI-CHEM, INC							
	Sum							42.00-
00002	LOCKE, JACKIE W	OFFICIAL 6/6	02014604	13001646	OFFICIAL-ADULT SOFTBALL	06/30/14	238856	70.00-
	LOCKE,JACKIE W							
	Sum							70.00-
00002	LYON, AVERY LAYNE	SPORTS SERVS	02014606	13001673	SERVS LIFEGUARD	06/30/14	238857	337.50-
	LYON,AVERY LAYNE							
	Sum							337.50-
00002	MCELHANEY PLUMBING INC	220473	00143219	13001570	PLUMB SUPP DAHMER POOL	06/30/14	238863	117.85-
00002	MCELHANEY PLUMBING INC	220863	00143593	13001629	PLUMB SUPP CE ROY POOL	06/30/14	238863	55.09-
	MCELHANEY PLUMBING INC							
	Sum							172.94-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	MC GEE, BARBARA (REFUNDS	PAVILION REN	02014582	13001594	PAVILION RENT REFUND	06/30/14	238864	40.00-
MC GEE,BARBARA (REFUNDS Sum								40.00-
00002	MCNAIR, EVELENE	OFFICIAL 6/6	02014604	13001647	OFFICIAL-ADULT SOFTBALL	06/30/14	238867	255.00-
MCNAIR, EVELENE Sum								255.00-
00002	MIKE'S TIRE & WHEEL CO	2174672	00143156	13001565	REPRS U#9167 GRNDS MAINT	06/30/14	238871	889.02-
00002	MIKE'S TIRE & WHEEL CO	2174781	00143244	13001575	TIRE/TUBE MOWER U#15517	06/30/14	238871	117.96-
00002	MIKE'S TIRE & WHEEL CO	2174387	00143485	13001598	TIRE REPR MOWERS #18478/18967	06/30/14	238871	116.96-
00002	MIKE'S TIRE & WHEEL CO	2174890	00143488	13001599	TIRE REPR MOWER U#7561	06/30/14	238871	29.16-
00002	MIKE'S TIRE & WHEEL CO	2174930	00143549	13001606	TIRES U#18558 GRNDS MAINT	06/30/14	238871	819.52-
00002	MIKE'S TIRE & WHEEL CO	2174902	00143512	13001609	TRAILER TIRES GRNDS MAINT	06/30/14	238871	153.08-
00002	MIKE'S TIRE & WHEEL CO	2174943	00143573	13001693	TIRE REPR/TUBE U#19464	06/30/14	238871	29.16-
MIKE'STIRE & WHEEL CO Sum								2,154.86-
00002	MILES POOL SUPPLIES	1959	00143479	13001600	CHEMICALS CITY POOLS	06/30/14	238872	986.45-
MILESPPOOL SUPPLIES Sum								986.45-
00002	MOTT, ANDREW	OFFICIAL 6/6	02014604	13001648	OFFICIAL-ADULT SOFTBALL	06/30/14	238878	221.00-
MOTT,ANDREW Sum								221.00-
00002	MS POWER COMPANY	6/14 PKS/REC	00201418	13001619	MNTHLY ELEC-PARKS & REC	06/30/14	238883	14,645.75-
MS POWER COMPANY Sum								14,645.75-
00002	NAPA AUTO PARTS	509052	00143284	13001580	LUBRICANTS GRNDS MAINT UNITS	06/30/14	238887	556.92-
00002	NAPA AUTO PARTS	509486	00143526	13001607	REPR PTS U#11212 GRNDS MAINT	06/30/14	238887	166.09-
00002	NAPA AUTO PARTS	50951	00143541	13001622	REPR PTS VARI GRNDS MNT UNITS	06/30/14	238887	135.33-
NAPA AUTO PARTS Sum								858.34-
00002	NEWELL PAPER COMPANY	815998	00143304	13001593	2014 SUMMER DAY CAMP SUPP	06/30/14	238892	134.48-
00002	NEWELL PAPER COMPANY	816560	00143480	13001636	MOPS SUMMER DAY CAMP 2014	06/30/14	238892	42.00-
NEWELLPAPER COMPANY Sum								176.48-
00002	OLIVER, MARTIN	SPORTS SERVS	02014605	13001667	SERVS DIXIE MAJORS	06/30/14	238899	85.00-
OLIVER, MARTIN Sum								85.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	PATTERSON, ISIAH	OFFICIAL 6/6	02014604	13001649	OFFICIAL-ADULT SOFTBALL	06/30/14	238902	272.00-
	PATTERSON, ISIAH							272.00-
	Sum							210.00-
00002	PINE BELT TROPHY	354	00143305	13001634	YOUTH LEAGUE TROPHIES 2014	06/30/14	238907	210.00-
	PINE BELT TROPHY							210.00-
	Sum							330.35-
00002	PIONEER MANUFACTURING CO	INV517292	00143101	13001576	PAINT MACHINE RPLCMNT PTS	06/30/14	238908	330.35-
	PIONEER MANUFACTURING CO							330.35-
	Sum							2,051.24-
00002	PLAY IT AGAIN SPORTS	PO#143486 6/	00143486	13001635	YOUTH BASEBALL EQUIP 2014	06/30/14	238910	2,051.24-
	PLAY IT AGAIN SPORTS							2,051.24-
	Sum							161.00-
00002	POPE, KYMBERLEY	OFFICIAL 6/6	02014604	13001650	OFFICIAL-ADULT SOFTBALL	06/30/14	238911	161.00-
00002	POPE, KYMBERLEY	SPORTS SERVS	02014607	13001683	SPORTS SUPPORT SERVICES	06/30/14	238911	245.00-
	POPE,KYMBERLEY							406.00-
	Sum							133.00-
00002	POWELL, RANDY	SPORTS SERVS	02014607	13001684	SPORTS SUPPORT SERVICES	06/30/14	238912	133.00-
	POWELL, RANDY							498.41-
	Sum							498.41-
00002	RECREONICS INC	664433	00142996	13001588	CITY POOL SUPP REC ADM	06/30/14	238918	498.41-
	RECREONICS INC							352.50-
	Sum							352.50-
00002	SAFFOLD, APRIL	SPORTS SERVS	02014606	13001674	SERVS LIFEGUARD	06/30/14	238926	352.50-
	SAFFOLD, APRIL							70.00-
	Sum							70.00-
00002	SHAW, RATONIA	SPORTS SERVS	02014605	13001668	SERVS DIXIE MAJORS	06/30/14	238929	70.00-
	SHAW,RATONIA							140.93-
	Sum							140.93-
00002	SHERWIN-WILLIAMS COMPANY	5462-6	00143287	13001605	PAINT SUPP DAHMER/EASTSIDE	06/30/14	238930	140.93-
	SHERWIN-WILLIAMS COMPANY							512.72-
	Sum							512.72-
00002	SMITH, JIM SERVICES	81539	00143283	13001585	A/C REPAIR TATUM TENNIS	06/30/14	238933	512.72-
	SMITH,JIM SERVICES							512.72-
	Sum							512.72-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	SOUTHERN MS PINE STRAW	9357	00143330	13001567	PINE STRAW TATUM PARK	06/30/14	238937	150.00-
00002	SOUTHERN MS PINE STRAW	9361	00143425	13001589	PINE STRAW BALES	06/30/14	238937	50.00-

SOUTHERN MS PINE STRAW								
Sum								
00002	SPEEDY PRINTING & SIGNS	19505	00143362	13001586	LWCF SIGN REPR CE ROY PLAYGND	06/30/14	238941	200.00-

SPEEDYPRINTING & SIGNS								
Sum								
00002	TERRELL, WINSTON	OFFICIAL 6/6	02014604	13001651	OFFICIAL-ADULT SOFTBALL	06/30/14	238947	265.00-

TERRELL, WINSTON								
Sum								
00002	TREES & TRENDS	PO#143422 6/	00143422	13001689	PLANT STANDS VARI EVENTS/BLDG	06/30/14	238949	187.00-

TREES& TRENDS								
Sum								
00002	TROTTER, COREY	OFFICIAL 6/6	02014604	13001652	OFFICIAL-ADULT SOFTBALL	06/30/14	238950	302.35-

TROTTER, COREY								
Sum								
00002	TROTTER, WILLIE	OFFICIAL 6/6	02014604	13001653	OFFICIAL-ADULT SOFTBALL	06/30/14	238951	119.00-

TROTTER, WILLIE								
Sum								
00002	UNITED FENCE COMPANY	00016148	00143566	13001630	REPAIR FENCE EASTSIDE PARK	06/30/14	238956	153.00-
00002	UNITED FENCE COMPANY	00016149	00143568	13001631	REPR HANDRAIL FENCE DUNCAN LK	06/30/14	238956	222.25-
00002	UNITED FENCE COMPANY	00016150	00143569	13001632	FATE REPR CE ROY POOL VANDALS	06/30/14	238956	417.10-

UNITEDFENCE COMPANY								
Sum								
00002	VARNADO, ALEXZANDRIA	SPORTS SERVS	02014607	13001685	SPORTS SUPPORT SERVICES	06/30/14	238958	954.35-

VARNADO, ALEXZANDRIA								
Sum								
00002	VARNADO, UNBRA	SPORTS SERVS	02014607	13001686	SPORTS SUPPORT SERVICES	06/30/14	238959	56.00-

VARNADO, UNBRA								
Sum								
00002	W.A.POWE AQUATICS, LLC	6	00143682	13001687	AQUATIC SERVS 5/14 REC ADM	06/30/14	238963	133.00-

W.A.POWE AQUATICS, LLC								
Sum								
00002	WAL-MART STORES INC	001615	00143341	13001615	MICROWAVE GRNDS MAINT	06/30/14	238964	5,000.00-
00002	WAL-MART STORES INC	001614	00143350	13001616	MICROWAVE GRNDS BREAKROOM	06/30/14	238964	55.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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00002	WAL-MART STORES INC	001618	00143202	13001617	SUMMER DAY CAMP SUPPLIES	06/30/14	238964	1,309.14-
00002	WAL-MART STORES INC	000752	00143202	13001618	SUMMER DAY CAMP SUPPLIES	06/30/14	238964	224.46-
WAL-MART STORES INC								-----
Sum								1,643.60-
00002	WILLMUT GAS & OIL COMPAN	6/14 PKS/REC	00201418	13001626	MNTHLY GAS-PARKS & REC	06/30/14	238970	12.94-
WILLMUT GAS & OIL COMPAN								-----
Sum								12.94-
Sum								-----
								153,870.36-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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HATT.MUNICIPAL FIRE PROTECTION								
00005	GOVX CORP	232	00143144	13000040	LIFEPROOF FRE IPAD AIR CASES	06/30/14	238804	1,227.22-

GOVX CORP								
Sum								1,227.22-
00005	ROGERS, MICHAEL J & ASSO	042015B	00143603	13000041	FIREHOUSE SOFTWARE TRAINING	06/30/14	238924	2,400.00-

ROGERS, MICHAEL J & ASSO								
Sum								2,400.00-

Sum								3,627.22-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.							
00009 A & A TRANSMISSIONS	14416	00143345	13001316	REPRS U#13080 LAGOON	06/30/14	238686	370.00-
A & A TRANSMISSIONS							
Sum							370.00-
00009 AUTO ZONE	0139947496	00143090	13001315	ANTIFREEZE LAGOON UNITS	06/30/14	238706	65.94-
AUTO ZONE							
Sum							65.94-
00009 BODY TECH INC	10802	00143347	13001314	TOWING U#13080 SEWER	06/30/14	238723	65.00-
00009 BODY TECH INC	10757	00143418	13001319	TOWING U#11130 TRANS	06/30/14	238723	65.00-
BODY TECH INC							
Sum							130.00-
00009 CAMPER CITY OF HATTIESBU	27761	00143125	13001334	GOOSENECK U#15232 SEWER DEPT	06/30/14	238734	600.00-
CAMPERCITY OF HATTIESBU							
Sum							600.00-
00009 CARQUEST AUTO PARTS STOR	14758-28595	00143123	13001309	REPR PTS U#9743 TRANS	06/30/14	238740	105.98-
00009 CARQUEST AUTO PARTS STOR	14758-29427	00143489	13001344	REPR PTS U#11060 TRANS	06/30/14	238740	55.97-
00009 CARQUEST AUTO PARTS STOR	14758-29562	00143558	13001345	REPR PTS U#14760 TRANS	06/30/14	238740	331.12-
00009 CARQUEST AUTO PARTS STOR	14758-28403	00143042	13001364	WIPER BLADES U#15916 SEWER	06/30/14	238740	31.42-
CARQUEST AUTO PARTS STOR							
Sum							524.49-
00009 CENTRAL PIPE SUPPLY INC	X10109	00142965	13001308	PLUMB SUPP TRANS STOCK	06/30/14	238741	4,962.40-
00009 CENTRAL PIPE SUPPLY INC	X10862	00143196	13001320	METER BASES TRANS DEPT	06/30/14	238741	3,300.00-
00009 CENTRAL PIPE SUPPLY INC	X08984	00142062	13001352		06/30/14	238741	3,577.60-
00009 CENTRAL PIPE SUPPLY INC	X09794	00142062	13001353	PLUMB SUPP SEWER DEPT	06/30/14	238741	110.60-
00009 CENTRAL PIPE SUPPLY INC	X10660	00142062	13001354	PLUMB SUPP SEWER DEPT	06/30/14	238741	89.90-
CENTRAL PIPE SUPPLY INC							
Sum							12,040.50-
00009 CERTIFIED LABORATORIES	1533935	00143039	13001317	CHEMICALS SEWER/LAGOONS	06/30/14	238742	29,753.60-
CERTIFIED LABORATORIES							
Sum							29,753.60-
00009 CHLORINATION & CONTROLS	6910	00143443	13001347	PUMP EQUIP PTS PLANT	06/30/14	238745	190.71-
CHLORINATION & CONTROLS							
Sum							190.71-
00009 CINTAS FIRST AID J71	5001466617	00143441	13001350	BLACK GLOVES SEWER DEPT	06/30/14	238746	173.20-
CINTASFIRST AID J71							
Sum							173.20-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009	CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13001342	TRF 2ND 6/14 PAYROLL	06/25/14	21790	99,496.84-
CITY OF HATTIESBURG FUND								
	Sum							99,496.84-
00009	COBURN'S SUPPLY CO INC	606991602	00143278	13001332	SINK REPR 2ND FLR WTR PLT #2	06/30/14	238748	225.09-
00009	COBURN'S SUPPLY CO INC	606917385	00142798	13001338	TUBING/RUBBER BOOTS/RAINSUITS	06/30/14	238748	798.56-
00009	COBURN'S SUPPLY CO INC	606917385-1	00142798	13001339	RAINSUITS TRANS DEPT	06/30/14	238748	28.74-
COBURN'S SUPPLY CO INC								
	Sum							1,052.39-
00009	COMSOUTH	174298	00142641	13001326	RADIO POWER CORD WTR OFFICE	06/30/14	238753	140.00-
COMSOUTH								
	Sum							140.00-
00009	CONSOLIDATED PIPE & SPLY	0443257-000-	00143197	13001321	PLUMB SUPP SEWER DEPT	06/30/14	238754	1,168.00-
CONSOLIDATED PIPE & SPLY								
	Sum							1,168.00-
00009	D P C ENTERPRISES LP	212001160-14	00143063	13001346	CHEMICALS WTR PLANTS	06/30/14	238760	1,164.00-
00009	D P C ENTERPRISES LP	212001158-14	00143057	13001356	CHEMICALS LAGOONS	06/30/14	238760	2,216.00-
00009	D P C ENTERPRISES LP	212001159-14	00143057	13001357	CHEMICALS LAGOONS	06/30/14	238760	1,496.00-
D P CENTERPRISES LP								
	Sum							4,876.00-
00009	DIXIE COMMUNITY UTILITY	SEWER BILLIN	00143481	13001324	SEWER BILLING REPORT 4/14	06/30/14	238764	325.00-
DIXIECOMMUNITY UTILITY								
	Sum							325.00-
00009	DIXON, C.R.	138552	00143563	13001330	CUT OFF/TURN ON DEL SWR ACCTS	06/30/14	238765	280.00-
DIXON,C.R.								
	Sum							280.00-
00009	FASTENAL COMPANY	MSHAT170981	00142554	13001310	HAND TOOLS/SUPP SEWER DEPT	06/30/14	238782	256.69-
00009	FASTENAL COMPANY	MSHAT171469	00142554	13001311	HAND TOOLS/SUPP SEWER DEPT	06/30/14	238782	180.08-
00009	FASTENAL COMPANY	MSHAT171558	00143013	13001343	COVERS FOR CLAY GRAVEL TRANS	06/30/14	238782	158.39-
FASTENAL COMPANY								
	Sum							595.16-
00009	FERGUSON ENTERPRISES INC	1245947	00143426	13001337	TOILET REPR SUPP WTR OFFICE	06/30/14	238784	460.79-
00009	FERGUSON ENTERPRISES INC	1243904	00143126	13001348	SINK FAUCET PLT #2	06/30/14	238784	143.30-
FERGUSON ENTERPRISES INC								
	Sum							604.09-
00009	GARY'S SMALL ENGINE REPA	PO#143615 6/	00143615	13001367	SCAGBELT WTR PLANT	06/30/14	238799	65.99-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GARY'SSMALL ENGINE REPA							
Sum							65.99-
00009 GILKEY ELECTRIC SUPPLY C	256910	00143280	13001368	ELEC SUPP RAWLS SPRINGS LOOP	06/30/14	238802	804.00-
GILKEYELECTRIC SUPPLY C							
Sum							804.00-
00009 HAVARD PEST CONTROL INC	730068	00143022	13001363	TERMITE TRTMT JAMES SAFE ROOM	06/30/14	238818	50.00-
HAVARDPEST CONTROL INC							
Sum							50.00-
00009 HOME DEPOT	6972140	00143056	13001333	TOOL SET SEWER DEPT	06/30/14	238821	199.00-
HOME DEPOT							
Sum							199.00-
00009 I C M-IMPROVED CONSTR ME	MB420180TM	00142553	13001312	REPR PTS U#15916,U#12686 SWR	06/30/14	238829	3,758.40-
00009 I C M-IMPROVED CONSTR ME	MB420145TM	00142931	13001313	REPAIR PUSH CAMERA SYSTEM	06/30/14	238829	1,479.50-
I C M-IMPROVED CONSTR ME							
Sum							5,237.90-
00009 IRBY, STUART C CO	S008333868.0	00143005	13001351	ELEC SUPP SEWER DEPT	06/30/14	238835	953.81-
IRBY,STUART C CO							
Sum							953.81-
00009 K & K TRUCK-TRAILER PART	59363	00142961	13001366	HANGER KIT-TRAILER-TRANS DEPT	06/30/14	238840	59.75-
K & KTRUCK-TRAILER PART							
Sum							59.75-
00009 L & A CONTRACTING CO	483-006	00143572	13001335	AERATOR REPR/INSTALL LAGOONS	06/30/14	238849	24,684.21-
L & ACONTRACTING CO							
Sum							24,684.21-
00009 LANCASTER'S MACHINE & WE	21806	00143408	13001360	VARI BRACKETS SOUTH LAGOON	06/30/14	238851	3,700.00-
LANCASTER'S MACHINE & WE							
Sum							3,700.00-
00009 MARTIN & MARTIN AUCTIONE	100010	00143070	13001355	USED GOOSENECK TRAILER SEWER	06/30/14	238860	4,540.00-
MARTIN& MARTIN AUCTIONE							
Sum							4,540.00-
00009 MIKE'S TIRE & WHEEL CO	2174760	00143271	13001318	TIRES U#14691 SEWER DEPT	06/30/14	238871	574.80-
00009 MIKE'S TIRE & WHEEL CO	2174932	00143550	13001359	TIRES U#14702 LAGOON	06/30/14	238871	356.50-
MIKE'STIRE & WHEEL CO							
Sum							931.30-
00009 MS FIRE & SAFETY OF HBUR	39853	00143475	13001327	RECHG EXTINGUISHER WTR OFFICE	06/30/14	238881	24.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MS FIRE & SAFETY OF HBUR							
Sum							24.00-
00009 MS POWER COMPANY	6/14 W&SO&M	00201418	13001336	MNTHLY ELEC-W&SO&M	06/30/14	238883	109,782.53-
MS POWER COMPANY							
Sum							109,782.53-
00009 OLD RIVER VOLVO	3241640047	00143351	13001365	REPRS U#12686 SEWER DEPT	06/30/14	238898	1,552.61-
OLD RIVER VOLVO							
Sum							1,552.61-
00009 PEARL RIVER VALLEY EPA (	6/14 W&SO&M	00201418	13001362	MNTHLY 6/14 PUBLIC SERVICES	06/30/14	238903	571.68-
PEARLRIVER VALLEY EPA (							
Sum							571.68-
00009 POWER PLUS INC	27257	00143410	13001349	AGRI EQUIP PTS WTR PLANT	06/30/14	238913	49.64-
POWERPLUS INC							
Sum							49.64-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00143482	13001325	SEWER BILLING REPORT 5/14	06/30/14	238917	170.00-
RAWLSSPRINGS UTILITY DI							
Sum							170.00-
00009 RJM MCQUEEN CONTRACTING	754	00143442	13001323	VACUUM TRUCK PUMP HOLD TANKS	06/30/14	238920	16,953.70-
00009 RJM MCQUEEN CONTRACTING	760	00143490	13001328	SEWER REPAIR 710 BARTUR ST	06/30/14	238920	1,600.00-
00009 RJM MCQUEEN CONTRACTING	759	00143494	13001329	SWR REPR GULFPORT/E HARDY STS	06/30/14	238920	25,282.95-
00009 RJM MCQUEEN CONTRACTING	766	00143703	13001369	SEWER PIPE ADELINE STREET	06/30/14	238920	47,189.25-
00009 RJM MCQUEEN CONTRACTING	767	00143703	13001370	NEW LINE TO MANHOLE KING ROAD	06/30/14	238920	4,157.50-
RJM MCQUEEN CONTRACTING							
Sum							95,183.40-
00009 SOUTHERN PINE ELECTRIC P	6/14 W&SO&M	00201418	13001340	MNTHLY 6/14 PUBLIC SERVICES	06/30/14	238938	713.51-
SOUTHERN PINE ELECTRIC P							
Sum							713.51-
00009 TRUCKS PLUS AUTO ACCESSO	PO#143552 6/	00143552	13001361	SET BARS U#19778 LAGOON	06/30/14	238953	289.00-
TRUCKSPLUS AUTO ACCESSO							
Sum							289.00-
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00143562	13001331	POSTAGE 6/14 WATER BILLING	06/30/14	238954	4,500.00-
U S POSTMASTER-POSTAGE (							
Sum							4,500.00-
00009 WATTS BROTHERS TRACTOR C	156486	00143085	13001358	PUMP EQUIP PTS LAGOONS	06/30/14	238969	219.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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WATTSBROTHERS TRACTOR C								
Sum								219.00-
00009	WILLMUT GAS & OIL COMPAN	6/14 W&SO&M	00201418	13001341	MNTHLY GAS-W&SO&M	06/30/14	238970	133.67-
WILLMUT GAS & OIL COMPAN								-----
Sum								133.67-
Sum								406,800.92-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND							
00011 AMERICAN RED CROSS	WTR OVRPMT R	02014584	13000684	WATER OVERPAYMENT REFUND	06/30/14	238698	824.30-
AMERICAN RED CROSS							
Sum							824.30-
00011 BARNARD, LAUREN	METER DEP RF	02014599	13000694	METER DEP RFD	06/30/14	238710	4.14-
BARNARD, LAUREN							
Sum							4.14-
00011 BARNES, MORGAN E	METER DEP RF	02014599	13000690	METER DEP RFD	06/30/14	238712	35.94-
BARNES, MORGAN E							
Sum							35.94-
00011 BAYLOCK UNDERGROUND (REF	WATER OVRPMT	02014589	13000685	WATER OVRPMT RFD	06/30/14	238714	21.70-
BAYLOCK UNDERGROUND (REF							
Sum							21.70-
00011 BLAKLEY, LAURINDA	METER DEP RF	02014599	13000687	METER DEP RFD	06/30/14	238720	4.06-
BLAKLEY, LAURINDA							
Sum							4.06-
00011 BROWN, RONALD	METER DEP RF	02014599	13000703	METER DEP RFD	06/30/14	238730	35.94-
BROWN, RONALD							
Sum							35.94-
00011 CABANA, CHRISTOPHER	METER DEP RF	02014599	13000693	METER DEP RFD	06/30/14	238733	5.94-
CABANA, CHRISTOPHER							
Sum							5.94-
00011 CAREY, CATLIN	METER DEP RF	02014599	13000695	METER DEP RFD	06/30/14	238738	35.94-
CAREY, CATLIN							
Sum							35.94-
00011 CLOUGH, ARTHUR G	METER DEP RF	02014599	13000698	METER DEP RFD	06/30/14	238747	75.00-
CLOUGH, ARTHUR G							
Sum							75.00-
00011 FAIRLEY, BRIANA T1	METER DEP RF	02014599	13000706	METER DEP RFD	06/30/14	238781	35.94-
FAIRLEY, BRIANA T1							
Sum							35.94-
00011 GEX, GERALD C III	METER DEP RF	02014599	13000699	METER DEP RFD	06/30/14	238800	30.88-
GEX, GERALD C III							
Sum							30.88-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011	GHOLAR, CASSANDRA	METER DEP RF	02014599	13000697	METER DEP RFD	06/30/14	238801	35.94-
	GHOLAR, CASSANDRA							35.94-
	Sum							30.88-
00011	GRIFFIN, BEVERLY	METER DEP RF	02014599	13000701	METER DEP RFD	06/30/14	238807	30.88-
	GRIFFIN, BEVERLY							30.88-
	Sum							.94-
00011	HUCH, MARY & DONALD	METER DEP RF	02014599	13000688	METER DEP RFD	06/30/14	238824	.94-
	HUCH,MARY & DONALD							.94-
	Sum							200.40-
00011	KDC INVESTMENTS LLC #102	METER DEP RF	02014599	13000692	METER DEP RF	06/30/14	238841	200.40-
	KDC INVESTMENTS LLC #102							35.94-
	Sum							35.94-
00011	MCSPARRIN, SAMANTHA	METER DEP RF	02014599	13000696	METER DEP RFD	06/30/14	238868	35.94-
	MCSPARRIN, SAMANTHA							35.94-
	Sum							117.49-
00011	NEELY, KAREN	METER DEP RF	02014599	13000689	METER DEP RFD	06/30/14	238890	75.00-
	NEELY,KAREN							75.00-
	Sum							35.94-
00011	NETWORK SERVICES (NSI)	10201490000	02014593	13000686	WATER COLLECTIONS FEES	06/30/14	238891	117.49-
	NETWORK SERVICES (NSI)							75.00-
	Sum							35.94-
00011	PARKER, JOSEPH B	METER DEP RF	02014599	13000702	METER DEP RFD	06/30/14	238901	35.94-
	PARKER, JOSEPH B							35.94-
	Sum							35.94-
00011	PETRO, WILLIE	METER DEP RF	02014599	13000704	METER DEP RFD	06/30/14	238904	35.94-
	PETRO,WILLIE							35.94-
	Sum							35.94-
00011	SHOEMAKER PROPERTY103	METER DEP RF	02014599	13000705	METER DEP RFD	06/30/14	238931	35.94-
	SHOEMAKER PROPERTY103							35.94-
	Sum							35.94-
00011	ULLENDORF, JANESEA M	METER DEP RF	02014599	13000691	METER DEP RFD	06/30/14	238955	35.94-
	ULLENDORF, JANESEA M							35.94-
	Sum							35.94-
00011	WOOTEN, CHRISTOPHER	METER DEP RF	02014599	13000700	METER DEP RFD	06/30/14	238971	35.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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WOOTEN, CHRISTOPHER							
Sum							35.94-

Sum							1,786.07-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICEFORFEITURES FUND								
00019	EVIDENT INC	85967A	00142612	13000060	SUPP METRO CRIME SCENE UNIT	06/30/14	238778	1,259.00-
00019	EVIDENT INC	85967B	00142612	13000061	SUPP METRO CRIME SCENE UNIT	06/30/14	238778	97.50-
EVIDENT INC								
Sum								1,356.50-
00019	NEWELL PAPER COMPANY	816055	00143349	13000059	EVIDENCE COLLECTION SACKS	06/30/14	238892	80.28-
NEWELLPAPER COMPANY								
Sum								80.28-
00019	OFFICE DEPOT INC	716935336001	00142604	13000062	SUPP METRO CRIME SCENE UNIT	06/30/14	238897	77.44-
OFFICEDEPOT INC								
Sum								77.44-
00019	STEWART'S CAMERA CENTER	7672	00143433	13000064	CAMERAS METRO CRIME SCENE UNT	06/30/14	238944	1,079.98-
STEWART'S CAMERA CENTER								
Sum								1,079.98-
00019	WAL-MART STORES INC	009781	00142424	13000063	REFRSHMNTS DARE/GREAT GRAD	06/30/14	238964	299.19-
WAL-MART STORES INC								
Sum								299.19-
Sum								2,893.39-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13000355	TRF 2ND 6/14 PAYROLL	06/25/14	18893	27,355.08-
CITY OF HATTIESBURG FUND							
Sum							27,355.08-
00073 FEDERAL EXPRESS	2-689-73364(	00143644	13000356	SERV 6/11/14 NELMS	06/30/14	238783	19.22-
FEDERAL EXPRESS							
Sum							19.22-
00073 HOME DEPOT	2971969	00142888	13000351	BLDG MAINT SUPPLIES	06/30/14	238821	75.67-
HOME DEPOT							
Sum							75.67-
00073 MITCHELL TOOL SALES & SE	90242	00143169	13000349	FUNNEL/TIEWRAPS MAINT DEPT	06/30/14	238874	61.00-
MITCHELL TOOL SALES & SE							
Sum							61.00-
00073 MOBILITY SYSTEMS INC	4604	00143159	13000357	WHEELCHAIR LIFT REPR U#18570	06/30/14	238875	113.00-
MOBILITY SYSTEMS INC							
Sum							113.00-
00073 MS POWER COMPANY	6/14 M TRANS	00201418	13000352	MNTHLY ELEC-MASS TRANSIT	06/30/14	238883	1,031.74-
MS POWER COMPANY							
Sum							1,031.74-
00073 OFFICE DEPOT INC	1689212696	00143168	13000350	OFFICE SUPP	06/30/14	238897	41.41-
OFFICEDEPOT INC							
Sum							41.41-
00073 RYAN MOTORS INC	200993	00143361	13000353	SWITCHES U#16760	06/30/14	238925	151.78-
RYAN MOTORS INC							
Sum							151.78-
00073 VERIZON WIRELESS	9726671750	00143620	13000354	PARATRANSIT GPS SRV 6/11-7/10	06/30/14	238961	201.41-
VERIZON WIRELESS							
Sum							201.41-
Sum							29,050.31-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 HRG (HATTIESBURG RESOURC	011003-01-18	00143658	13000066	SRV 4/1-5/31 USA YEAST FACIL	06/30/14	238823	42,492.86-
HRG (HATTIESBURG RESOURC							42,492.86-
Sum							14,865.64-
00075 SHOWS DEARMAN & WAITS IN	18068	00143657	13000065	SRV 5/1-6/12 W L RUNNELS RD	06/30/14	238932	14,865.64-
SHOWSDEARMAN & WAITS IN							14,865.64-
Sum							57,358.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	22041759	00143665	13000364	SECURITY 7/14 CULTURAL CENTER	06/30/14	238688	107.71-
A D TSECURITY SERVICES/							
Sum							107.71-
00077 BLAKNEY, RENESHIA (REFU	CE ROY CENTE	02014602	13000361	DAMAGE DEPOSIT REFUND	06/30/14	238722	100.00-
BLAKNEY, RENESHIA (REFU							
Sum							100.00-
00077 CARQUEST AUTO PARTS STOR	14758-29174	00143373	13000348	REPR PTS U#11200 COMM CNTRS	06/30/14	238740	46.74-
CARQUEST AUTO PARTS STOR							
Sum							46.74-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13000355	TRF 2ND 6/14 PAYROLL	06/25/14	310052	21,239.31-
CITY OF HATTIESBURG FUND							
Sum							21,239.31-
00077 COURTNEY'S RESTAURANT EQ	8583	00143267	13000345	ICE MACHINE REPR TRAIN DEPOT	06/30/14	238755	631.24-
00077 COURTNEY'S RESTAURANT EQ	8585	00143286	13000352	CLEAN ICE MACHINES VARI CNTRS	06/30/14	238755	864.02-
COURTNEY'S RESTAURANT EQ							
Sum							1,495.26-
00077 DUTTON, MEGAN E (REFUND	CE ROY CENTE	02014609	13000371	DAMAGE DEPOSIT REFUND	06/30/14	238771	200.00-
DUTTON, MEGAN E (REFUND							
Sum							200.00-
00077 ELKINS WHOLESALE INC	209585-01	00142905	13000347	JANIT SUPP COMM CNTRS	06/30/14	238776	240.00-
ELKINSWHOLESALE INC							
Sum							240.00-
00077 G & K SERVICES	1035493869	00143666	13000365	UNIFORMS 5/20 COMM CNTRS	06/30/14	238797	6.81-
00077 G & K SERVICES	1035496036	00143666	13000366	UNIFORMS 5/27 COMM CNTRS	06/30/14	238797	43.56-
00077 G & K SERVICES	1035498204	00143666	13000367	UNIFORMS 6/03 COMM CNTRS	06/30/14	238797	43.56-
00077 G & K SERVICES	1035500375	00143666	13000368	UNIFORMS 6/10 COMM CNTRS	06/30/14	238797	43.56-
00077 G & K SERVICES	1035502543	00143666	13000369	UNIFORMS 6/17 COMM CNTRS	06/30/14	238797	43.56-
00077 G & K SERVICES	1035504722	00143666	13000370	UNIFORMS 6/24 COMM CNTRS	06/30/14	238797	43.56-
G & KSERVICES							
Sum							224.61-
00077 GARNER LUMLEY ELECTRIC S	500889	00143158	13000342	FLAG POLE LIGHT CE ROY CENTER	06/30/14	238798	131.18-
GARNERLUMLEY ELECTRIC S							
Sum							131.18-
00077 GILLILANDS ELECTRONICS S	57513	00143307	13000356	CODE BLUE UNITS TRAIN DEPOT	06/30/14	238803	6,000.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GILLILANDS ELECTRONICS S							
Sum							6,000.00-
00077 GROVER'S PAINTING INC	3145	00141170	13000349	PAINT/PLASTER REPR T DEPOT	06/30/14	238808	4,750.00-
GROVER'S PAINTING INC							
Sum							4,750.00-
00077 HUDDLESTON, FELECIA (REF	SHERRILL CEN	02014602	13000359	DAMAGE DEPOSIT REFUND	06/30/14	238825	100.00-
HUDDLESTON, FELECIA (REF							
Sum							100.00-
00077 LINDSEY, BRIAN (REFUND)	SHERRILL CEN	02014602	13000360	DAMAGE DEPOSIT REFUND	06/30/14	238854	100.00-
LINDSEY, BRIAN (REFUND)							
Sum							100.00-
00077 MCELHANEY PLUMBING INC	221573	00143386	13000346	SUMP PUMP CULTURAL CENTER	06/30/14	238863	98.55-
MCELHANEY PLUMBING INC							
Sum							98.55-
00077 MCMILLAN, ANNIE (REFUND	CE ROY CENTE	02014602	13000363	DAMAGE DEPOSIT REFUND	06/30/14	238865	100.00-
MCMILLAN, ANNIE (REFUND							
Sum							100.00-
00077 MORGAN, SARAH (REFUND)	SHERRILL CEN	02014602	13000357	DAMAGE DEPOSIT REFUND	06/30/14	238877	50.00-
00077 MORGAN, SARAH (REFUND)	SHERRILL CEN	02014602	13000358	DAMAGE DEPOSIT REFUND	06/30/14	238877	100.00-
MORGAN, SARAH (REFUND)							
Sum							150.00-
00077 MS POWER COMPANY	6/14 COMM CN	00201418	13000351	MNTHLY ELEC-COMM CENTERS	06/30/14	238883	3,567.63-
MS POWER COMPANY							
Sum							3,567.63-
00077 NEEL-SCHAFER INC	1017815 TASK	00137287	13000353	SHERRILL CNTR FOUNDATION REPR	06/30/14	238889	1,362.28-
NEEL-SCHAFER INC							
Sum							1,362.28-
00077 NEWELL PAPER COMPANY	815811	00143157	13000343	TISSUE/AEROSOL DISPENSERS-REC	06/30/14	238892	99.02-
NEWELLPAPER COMPANY							
Sum							99.02-
00077 SMITH, JIM SERVICES	81557	00143201	13000344	A/C REPR U#2 TRAIN DEPOT	06/30/14	238933	3,297.00-
SMITH,JIM SERVICES							
Sum							3,297.00-
00077 THOMPSON, EMILY (REFUND)	CE ROY CENTE	02014602	13000362	DAMAGE DEPOSIT REFUND	06/30/14	238948	100.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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THOMPSON, EMILY (REFUND)								
Sum								100.00-
00077	WAL-MART STORES INC	005177	00142595	13000350	LIGHT BULBS COMM CENTERS	06/30/14	238964	296.64-
WAL-MART STORES INC								-----
Sum								296.64-
00077	WILLMUT GAS & OIL COMPAN	6/14 COMM CN	00201418	13000354	MNTHLY GAS-COMM CENTERS	06/30/14	238970	32.19-
WILLMUT GAS & OIL COMPAN								-----
Sum								32.19-
Sum								-----
								43,838.12-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT 00082 CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13000246	TRF 2ND 6/14 PAYROLL	06/25/14	310053	8,839.19-
CITY OF HATTIESBURG FUND Sum							8,839.19-
00082 DUCKSWORTH, SHEILA (CD	6/17/14	00143508	13000240	107HARRELL TEMP RELOC6/15-7/14	06/19/14	310044	650.00-
DUCKSWORTH, SHEILA (CD Sum							650.00-
00082 DUCKSWORTH, TRACY (CDB	6/17/14	00143505	13000243	208 W 7TH TEMP RELOC 6/1-6/30	06/19/14	310047	650.00-
DUCKSWORTH, TRACY (CDB Sum							650.00-
00082 GADDIS, DARRELL LEE (C	6/17/14	00143506	13000242	605 BROAD TEMP RELOC 6/1-6/30	06/19/14	310046	650.00-
GADDIS, DARRELL LEE (C Sum							650.00-
00082 RICHARD & THOMAS, PLLC	4/8/14	00142144	13000239	DPA P BRYANT 614 BARKLEY ROAD	06/19/14	310037	10,000.00-
RICHARD & THOMAS, PLLC Sum							10,000.00-
00082 SIMS, JOHN LEE	6/17/14	00143504	13000244	1802 EDWARDS TEM RELO 6/1-6/30	06/19/14	310048	650.00-
SIMS,JOHN LEE Sum							650.00-
00082 SMITH'S REMODELING	05/27/14	00143507	13000241	605 BROAD STREET DRAW #3	06/19/14	310045	8,000.00-
00082 SMITH'S REMODELING	6/9/14	00143503	13000245	1802 EDWARDS DRAW #4	06/19/14	310049	7,000.00-
SMITH'S REMODELING Sum							15,000.00-
Sum							36,439.19-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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INDUSTRIAL PARK DEVELOPMENT								
00087	AREA DEVELOPMENT PARTNER	177 Q/E 6/30	00143605	13000048	CONTRIB Q/E 6/30/14 ECO DEV	06/30/14	238701	62,500.00-

AREA DEVELOPMENT PARTNER								
Sum								62,500.00-

Sum								62,500.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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SPECIAL SALES TAX-T&A								
00107	H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02014587	13000018	FOOD/BEVERAGE TAX 5/14	06/17/14	18887	384,060.90-

H'BURGCONVENTION COMMIS								
Sum								384,060.90-
00107	H'BURG TOURISM COMMISSIO	MOTEL SALES	02014586	13000017	MOTEL SALES TAX 5/14	06/17/14	18886	53,919.28-

H'BURGTOURISM COMMISSIO								
Sum								53,919.28-

Sum								437,980.18-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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GROUPINSURANCE TRUST FUND								
00109	CITY OF HATTIESBURG FUND	TRF HOLLOWAY	02014596	74	TRF HOLLOWAY,HENRY,DAVIS	06/24/14	310051	42.56-

CITY OF HATTIESBURG FUND								
Sum								42.56-

Sum								42.56-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	
GrandTotal Level Sum							3,007,252.73-

DOCKET OF CLAIMS

Date _____

PERIOD ENDING JUNE 30, 2014

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND								
00001	AAMCO TRANS/AUTOMOTIVE S	128561	00143229	13005820	REPAIR FUSE BOX POLICE UNIT	06/30/14	238689	355.00-
00001	AAMCO TRANS/AUTOMOTIVE S	128674	00143484	13006027	A/C REPR U#15920 STREET	06/30/14	238689	99.00-
00001	AAMCO TRANS/AUTOMOTIVE S	128612	00143365	13006100	REPRS U#16722 STREET TRACTOR	06/30/14	238689	174.00-
00001	AAMCO TRANS/AUTOMOTIVE S	128606	00143367	13006102	REPRS U#14677 SANIT	06/30/14	238689	255.00-
AAMCOTRANS/AUTOMOTIVE S								
Sum								883.00-
00001	ADVANCE AUTO PARTS	560441223626	00142187	13005845	BRAKE PTS POLICE UNIT	06/30/14	238691	75.23-
ADVANCE AUTO PARTS								
Sum								75.23-
00001	AFFORDABLE EMERGENCY LIG	679	00143269	13005821	PROGRAM RADAR VARI HPD UNITS	06/30/14	238692	340.00-
00001	AFFORDABLE EMERGENCY LIG	683	00143436	13006005	RADAR/LIGHT REPR U#19103 POL	06/30/14	238692	85.00-
AFFORDABLE EMERGENCY LIG								
Sum								425.00-
00001	AGRI-AFC LLC	5043285	00143380	13006006	WEED KILLER TRAFFIC DEPT	06/30/14	238693	216.00-
AGRI-AFC LLC								
Sum								216.00-
00001	AIRGAS USA LLC (NORDAN S	9918539072	00143446	13005915	CYL RENT 5/14 VARI DEPTS	06/30/14	238694	492.15-
00001	AIRGAS USA LLC (NORDAN S	9028634838	00143602	13006096	MEDICAL OXYGEN FIRE DEPT	06/30/14	238694	40.45-
00001	AIRGAS USA LLC (NORDAN S	9027220062	00141928	13006130	SAFETY GLASSES/EAR MUFFS	06/30/14	238694	98.90-
AIRGASUSA LLC (NORDAN S								
Sum								631.50-
00001	ALLBRITTON CHAIN SAW & L	33011	00143317	13005862	SAW BLADES HEALTH DIVISION	06/30/14	238697	47.67-
00001	ALLBRITTON CHAIN SAW & L	33048	00142999	13005863	POLE SAW REPR HEALTH DIV	06/30/14	238697	197.31-
00001	ALLBRITTON CHAIN SAW & L	33043	00143331	13005926	AGRI EQUIP REPR PTS CEMETERY	06/30/14	238697	47.87-
ALLBRITTON CHAIN SAW & L								
Sum								292.85-
00001	ALLEN ENGINEERING & SERV	6/17/14	00143502	13005993	GORDON CREEK PROF SRV 3-5/14	06/19/14	18888	15,976.30-
ALLENENGINEERING & SERV								
Sum								15,976.30-
00001	ANGELLES GALLERIES OF FI	7171 PO#1428	00142835	13006117	END TABLE/SOFA MPO DEPT	06/30/14	238699	874.00-
00001	ANGELLES GALLERIES OF FI	7171 PO#1428	00142840	13006118	CHAIRS FED/STATE PROG OFFICE	06/30/14	238699	598.00-
ANGELLES GALLERIES OF FI								
Sum								1,472.00-

00001	AT&T	601M26684200	00143393	13005874	INTERACT SOFTWARE SUPPORT	06/30/14	238702	871.00-
00001	AT&T	601M26491400	00143393	13005875	INTERACT SOFTWARE SUPPORT	06/30/14	238702	47.00-
00001	AT&T	601M26940440	00020149	13005928	MNTHLY SRV 6/8-7/7 VARI DEPTS	06/30/14	238702	62.41-

AT&T								980.41-
Sum								12,556.56-
00001	AT&T CAPITAL SERVICES	2921174	00143324	13005812	COURT/HPD SOFTWARE	06/30/14	238703	-----
AT&T CAPITAL SERVICES								
Sum								12,556.56-
00001	AUTO ARMATURE SERVICE IN	15164	00143529	13006080	BATTERIES VARI POLICE UNITS	06/30/14	238704	384.85-
00001	AUTO ARMATURE SERVICE IN	15207	00143226	13006121	BATTERIES VARI POLICE UNITS	06/30/14	238704	396.85-
00001	AUTO ARMATURE SERVICE IN	15211	00143624	13006163	BATTERY U#13327 STREET	06/30/14	238704	119.95-

AUTO ARMATURE SERVICE IN								901.65-
Sum								125.00-
00001	AUTO TRIM	6817	00142410	13005914	REPR GRAPHICS U#19107 POLICE	06/30/14	238705	-----
AUTO TRIM								
Sum								125.00-
00001	B & F TACTICAL STORE	341	00142685	13005843	S/S UNIFORM SHIRTS POL STOCK	06/30/14	238707	650.00-
00001	B & F TACTICAL STORE	347	00143343	13005916	WHITE T SHIRTS FIRE DEPT	06/30/14	238707	373.50-

B & FTACTICAL STORE								1,023.50-
Sum								98.98-
00001	BAILEY, MATTHEW	TRAVEL RIEMB	00143627	13006131	EXPNS TRENCH RESCUE CLASSES	06/30/14	238708	-----
BAILEY, MATTHEW								
Sum								98.98-
00001	BARNES, LARRY	TRAV ADVANCE	00143303	13005835	TRAV ADV STATE SUMMIT JACKSON	06/30/14	238711	205.00-
BARNES, LARRY								
Sum								205.00-
00001	BEAVER INDUSTRIES INC	13736	00143532	13006158	REPR PTS POLICE	06/30/14	238715	170.00-
BEAVERINDUSTRIES INC								
Sum								170.00-
00001	BELK DEPARTMENT STORE	P935600GZ00X	00142784	13006050	CLOTH ALLOW MCLEMORE POLICE	06/30/14	238716	404.47-
BELK DEPARTMENT STORE								
Sum								404.47-
00001	BIG IRON DIESEL REPAIR L	SO1794	00143216	13005861	REPRS U#17728 SANIT	06/30/14	238719	240.00-
BIG IRON DIESEL REPAIR L								
Sum								240.00-
00001	BODY TECH INC	10712	00143290	13005822	TOWING U#17573 POLICE	06/30/14	238723	65.00-
00001	BODY TECH INC	4694	00143312	13005846	REPRS U#15780 POLICE	06/30/14	238723	1,579.90-
00001	BODY TECH INC	10816	00143619	13006125	TOWING U#18325 POLICE	06/30/14	238723	60.00-

00001	BODY TECH INC	10817	00143619	13006126	TOWING U#18325 POLICE	06/30/14	238723	60.00-
00001	BODY TECH INC	10815	00143619	13006127	TOWING U#17578 POLICE	06/30/14	238723	60.00-
BODY TECH INC								
Sum								
00001	BRACKMAN MOWER WAREHOUSE	IN0130392	00143395	13005927	AGRI EQUIP REPR PTS CEMETERY	06/30/14	238726	1,824.90-
00001	BRACKMAN MOWER WAREHOUSE	0130486	00143215	13006024	MOWER TIRE U#19281 STREET	06/30/14	238726	174.73-
BRACKMAN MOWER WAREHOUSE								
Sum								
00001	BROADWAY DRIVE TIRE	092122	00143146	13005837	TIRES/ALIGNMENT U#18608 CONST	06/30/14	238729	263.73-
00001	BROADWAY DRIVE TIRE	092072	00143228	13006122	TIRES POLICE STOCK	06/30/14	238729	419.19-
00001	BROADWAY DRIVE TIRE	092184	00143531	13006123	TIRES U#17706 POLICE	06/30/14	238729	2,093.60-
BROADWAY DRIVE TIRE								
Sum								
00001	CAMPER CITY OF HATTIESBU	27818	00143564	13006106	LIGHT REPR CEM TRAILER U12891	06/30/14	238734	3,008.71-
00001	CAMPER CITY OF HATTIESBU	27840	00143604	13006107	LIGHT REPR CEM TRAILER U12891	06/30/14	238734	50.00-
CAMPERCITY OF HATTIESBU								
Sum								
00001	CANON FINANCIAL SERVICES	13890976	00143474	13005998	COPIER 6/14 PURCH DEPT	06/30/14	238735	150.00-
CANONFINANCIAL SERVICES								
Sum								
00001	CANON SOLUTIONS AMERICA	759281	00143377	13005872	COPIER OVERAGE 6/14 PURCH	06/30/14	238736	115.00-
CANONSOLUTIONS AMERICA								
Sum								
00001	CAREY DINNER THEATRE	39TH SEASON	00142734	13006035	39TH SEASON PROGRAM AD	06/30/14	238737	34.33-
CAREYDINNER THEATRE								
Sum								
00001	CARQUEST AUTO PARTS STOR	14758-27960	00143230	13005814	REPR PTS POLICE STOCK	06/30/14	238740	150.00-
00001	CARQUEST AUTO PARTS STOR	14758-28367	00143230	13005815	REPR PTS POLICE STOCK	06/30/14	238740	17.96-
00001	CARQUEST AUTO PARTS STOR	14758-28019	00143230	13005816	REPR PTS POLICE STOCK	06/30/14	238740	24.30-
00001	CARQUEST AUTO PARTS STOR	14758-28640	00143230	13005817	REPR PTS POLICE STOCK	06/30/14	238740	177.28-
00001	CARQUEST AUTO PARTS STOR	14758-28597	00143230	13005818	REPR PTS POLICE STOCK	06/30/14	238740	13.59-
00001	CARQUEST AUTO PARTS STOR	14758-28640(	00143231	13005819	REPR PTS POLICE STOCK	06/30/14	238740	95.64-
00001	CARQUEST AUTO PARTS STOR	14758-29396	00143358	13006025	SUBMERSIBLE TRAILER KIT	06/30/14	238740	85.66-
00001	CARQUEST AUTO PARTS STOR	14758-29396	00143358	13006025	REPR PTS SANIT STOCK	06/30/14	238740	51.30-
00001	CARQUEST AUTO PARTS STOR	14758-28103	00142930	13006065	FUEL ADDITIVES SANIT DEPT	06/30/14	238740	73.68-
00001	CARQUEST AUTO PARTS STOR	14758-29230	00143536	13006081	REPR PTS POLICE STOCK	06/30/14	238740	73.68-
00001	CARQUEST AUTO PARTS STOR	14758-29229	00143536	13006082	REPR PTS POLICE STOCK	06/30/14	238740	43.92-
00001	CARQUEST AUTO PARTS STOR	14758-29126	00143536	13006083	REPR PTS POLICE STOCK	06/30/14	238740	76.55-
00001	CARQUEST AUTO PARTS STOR	14758-29049	00143536	13006084	REPR PTS POLICE STOCK	06/30/14	238740	290.52-
00001	CARQUEST AUTO PARTS STOR	14758-28960	00143536	13006085	REPR PTS POLICE STOCK	06/30/14	238740	80.44-
00001	CARQUEST AUTO PARTS STOR	14758-28898	00143536	13006086	REPR PTS POLICE STOCK	06/30/14	238740	22.07-
00001	CARQUEST AUTO PARTS STOR	14758-28898	00143536	13006086	REPR PTS U#17573 POLICE	06/30/14	238740	337.72-
00001	CARQUEST AUTO PARTS STOR	14758-28899	00143536	13006087	REPR PTS U#17595 POLICE	06/30/14	238740	155.00-

00001	D & M CLARK CONSTRUCTION	APPL #2 FINA	00143659	13006144	CONSTR GORDON CRK BAKERY BLDG	06/30/14	238759	8,580.10-
D & MCLARK CONSTRUCTION								
Sum								
00001	D P S CRIME LAB	IN 711 14CLO	00143628	13006124	ANALYTICAL SERVS 5/14 POLICE	06/30/14	238761	8,580.10- 200.00-
D P SCRIME LAB								
Sum								
00001	DATALINE ASSOCIATES	PCM27885	00143470	13006116	PRINTER SUPP INFO TECH	06/30/14	238762	200.00- 3,203.40-
DATALINE ASSOCIATES								
Sum								
00001	DICK'S SPORTING GOODS	101714	00142759	13006136	EXERCISE GEAR #5 FIRE STA	06/30/14	238763	3,203.40- 1,033.92-
DICK'SSPORTING GOODS								
Sum								
00001	DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00143651	13006113	EXPNS MS PICNIC CENTRAL PK NY	06/30/14	238770	1,033.92- 1,301.79-
DUPREE, JOHNNY MAYOR								
Sum								
00001	E S R I (ENVIR SYS RESEA	92796920	00143314	13005813	LICENSE AGREEMENT MPO DEPT	06/30/14	238772	1,301.79- 9,019.86-
E S RI (ENVIR SYS RESEA								
Sum								
00001	ECONOMY SUPPLY CO	211963	00143111	13005858	BLDG MATLS CONSTR DEPT	06/30/14	238775	9,019.86- 207.90-
00001	ECONOMY SUPPLY CO	214348	00143381	13006058	BARRICADE MATLS TRAFFIC DEPT	06/30/14	238775	207.90- 1,453.96-
ECONOMY SUPPLY CO								
Sum								
00001	EXPRESS PRESS	25504	00142568	13006051	SPORT SHIRTS FAIRLEY POLICE	06/30/14	238779	1,661.86- 113.50-
00001	EXPRESS PRESS	25503	00142578	13006052	SPORT SHIRTS SIMS/RICHARDSON	06/30/14	238779	113.50- 290.50-
EXPRESS PRESS								
Sum								
00001	FASTENAL COMPANY	MSHAT171784	00143098	13005853	SAFETY VESTS STREET DEPT	06/30/14	238782	404.00- 449.70-
00001	FASTENAL COMPANY	MSHAT172038	00143332	13006059	WATER COOLERS STREET DEPT	06/30/14	238782	449.70- 245.13-
FASTENAL COMPANY								
Sum								
00001	FEDERAL EXPRESS	2-675-03237	00143310	13005809	SERV 5/28/14 HARTFIELD M/ADM	06/30/14	238783	694.83- 81.80-
00001	FEDERAL EXPRESS	2-675-03237(	00143310	13005810	SERV 5/27/14 WAITS ENGR DEPT	06/30/14	238783	81.80- 15.55-
00001	FEDERAL EXPRESS	2-682-23248	00143464	13005996	SERV 6/4/14 M/ADM	06/30/14	238783	15.55- 29.25-
00001	FEDERAL EXPRESS	2-682-23248(	00143464	13005997	SERV 6/5/14 WAITS ENGR DEPT	06/30/14	238783	29.25- 15.55-
00001	FEDERAL EXPRESS	2-689-73364	00143644	13006114	SERV 6/13/14 M/ADM	06/30/14	238783	15.55- 17.57-
FEDERAL EXPRESS								
Sum								
00001	FIELDER, DAVID	TRAVEL REIMB	00143626	13006132	EXPNS TRENCH RESCUE CLASSES	06/30/14	238785	159.72- 127.94-

FIELDER, DAVID

Sum								127.94-
00001	FORREST CTY CHANCERY COU	PO#143339 5/	00143339	13005826	15 RSOLUTIONS 5/2 LAND CODE	06/30/14	238786	171.00-

FORREST CTY CHANCERY COU

Sum								171.00-
00001	FORREST CTY SUPERVISORS	JAIL 4/14 EX	00143397	13005891	JAIL 4/14 EXPENSES	06/30/14	238787	65,000.00-
00001	FORREST CTY SUPERVISORS	JAIL 4/14 ME	00143397	13005892	JAIL 4/14 MEDICAL	06/30/14	238787	1,616.19-

FORREST CTY SUPERVISORS

Sum								66,616.19-
00001	FORREST GENERAL HOSPITAL	H90012949601	00143396	13005882	SRV 12/20/13 SHELBY-PRISONER	06/30/14	238788	9,392.40-
00001	FORREST GENERAL HOSPITAL	H90018929800	00143396	13005883	SRV 4/28/14 HATHORN-PRISONER	06/30/14	238788	3,984.55-
00001	FORREST GENERAL HOSPITAL	H90018527200	00143396	13005884	SRV 4/19/14 HILL-PRISONER	06/30/14	238788	952.10-

FORREST GENERAL HOSPITAL

Sum								14,329.05-
00001	FUELMAN OF MS	BG127044 NP4	00143300	13005825	FUEL CHGS 5/26-6/1/14 FIRE	06/30/14	238789	53.43-
00001	FUELMAN OF MS	BG127044 NP4	00143334	13005850	FUEL CHG-QUINN-ORLANDO	06/30/14	238789	88.71-
00001	FUELMAN OF MS	BG127044 NP4	00143334	13005851	FUEL CHG QUINN ORLANDO	06/30/14	238789	130.75-

FUELMAN OF MS

Sum								272.89-
00001	G & K SERVICES	1035489559	00143301	13005897	UNIFORMS 5/06 TRAFFIC	06/30/14	238797	41.63-
00001	G & K SERVICES	1035491710	00143301	13005898	UNIFORMS 5/13 TRAFFIC	06/30/14	238797	32.13-
00001	G & K SERVICES	1035493871	00143301	13005899	UNIFORMS 5/20 TRAFFIC	06/30/14	238797	32.13-
00001	G & K SERVICES	1035496038	00143301	13005900	UNIFORMS 5/27 TRAFFIC	06/30/14	238797	32.13-
00001	G & K SERVICES	1035491711	00143301	13005901	UNIFORMS 5/13 CONSTR	06/30/14	238797	50.22-
00001	G & K SERVICES	1035493872	00143301	13005902	UNIFORMS 5/20 CONSTR	06/30/14	238797	50.22-
00001	G & K SERVICES	1035493872 A	00143301	13005903	UNIFORMS 5/20 CONSTR ADDL	06/30/14	238797	44.10-
00001	G & K SERVICES	1035489561	00143301	13005904	MATS 5/06 CONSTR	06/30/14	238797	6.40-
00001	G & K SERVICES	1035491712	00143301	13005905	MATS 5/13 CONSTR	06/30/14	238797	6.40-
00001	G & K SERVICES	1035493873	00143301	13005906	MATS 5/20 CONSTR	06/30/14	238797	6.40-
00001	G & K SERVICES	1035496040	00143301	13005907	MATS 5/27 CONSTR	06/30/14	238797	6.40-
00001	G & K SERVICES	1035480965	00143472	13005929	UNIFORMS 4/08 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035483115	00143472	13005930	UNIFORMS 4/15 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035485266	00143472	13005931	UNIFORMS 4/22 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035487424	00143472	13005932	UNIFORMS 4/29 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035489572	00143472	13005933	UNIFORMS 5/06 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035491723	00143472	13005934	UNIFORMS 5/13 STREET	06/30/14	238797	25.96-
00001	G & K SERVICES	1035493884	00143472	13005935	UNIFORMS 5/20 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035496051	00143472	13005936	UNIFORMS 5/27 STREET	06/30/14	238797	19.66-
00001	G & K SERVICES	1035480966	00143472	13005937	UNIFORMS 4/08 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035483116	00143472	13005938	UNIFORMS 4/15 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035485267	00143472	13005939	UNIFORMS 4/22 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035487425	00143472	13005940	UNIFORMS 4/29 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035489573	00143472	13005941	UNIFORMS 5/06 ST CLEAN	06/30/14	238797	54.18-

00001	G & K SERVICES	1035491724	00143472	13005942	UNIFORMS 5/13 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035493885	00143472	13005943	UNIFORMS 5/20 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035496052	00143472	13005944	UNIFORMS 5/27 ST CLEAN	06/30/14	238797	54.18-
00001	G & K SERVICES	1035480969	00143472	13005945	UNIFORMS 4/08 SANIT	06/30/14	238797	121.48-
00001	G & K SERVICES	1035483119	00143472	13005946	UNIFORMS 4/15 SANIT	06/30/14	238797	125.12-
00001	G & K SERVICES	1035485270	00143472	13005947	UNIFORMS 4/22 SANIT	06/30/14	238797	144.02-
00001	G & K SERVICES	1035487428	00143472	13005948	UNIFORMS 4/29 SANIT	06/30/14	238797	125.12-
00001	G & K SERVICES	1035489576	00143472	13005949	UNIFORMS 5/06 SANIT	06/30/14	238797	131.42-
00001	G & K SERVICES	1035491727	00143472	13005950	UNIFORMS 5/13 SANIT	06/30/14	238797	127.42-
00001	G & K SERVICES	1035493888	00143472	13005951	UNIFORMS 5/20 SANIT	06/30/14	238797	121.12-
00001	G & K SERVICES	1035496055	00143472	13005952	UNIFORMS 5/27 SANIT	06/30/14	238797	121.12-
00001	G & K SERVICES	1035480968	00143472	13005953	UNIFORMS 4/08 SANIT	06/30/14	238797	113.82-
00001	G & K SERVICES	1035483118	00143472	13005954	UNIFORMS 4/15 SANIT	06/30/14	238797	119.10-
00001	G & K SERVICES	1035485269	00143472	13005955	UNIFORMS 4/22 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035487427	00143472	13005956	UNIFORMS 4/29 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035489575	00143472	13005957	UNIFORMS 5/06 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035491726	00143472	13005958	UNIFORMS 5/13 SANIT	06/30/14	238797	122.74-
00001	G & K SERVICES	1035493887	00143472	13005959	UNIFORMS 5/20 SANIT	06/30/14	238797	134.44-
00001	G & K SERVICES	1035496054	00143472	13005960	UNIFORMS 5/27 SANIT	06/30/14	238797	144.67-
00001	G & K SERVICES	1035480967	00143472	13005961	UNIFORMS 4/08 HEALTH	06/30/14	238797	15.84-
00001	G & K SERVICES	1035483117	00143472	13005962	UNIFORMS 4/15 HEALTH	06/30/14	238797	15.84-
00001	G & K SERVICES	1035485268	00143472	13005963	UNIFORMS 4/22 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035487426	00143472	13005964	UNIFORMS 4/29 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035489574	00143472	13005965	UNIFORMS 5/06 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035491725	00143472	13005966	UNIFORMS 5/13 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035493886	00143472	13005967	UNIFORMS 5/20 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035496053	00143472	13005968	UNIFORMS 5/27 HEALTH	06/30/14	238797	22.54-
00001	G & K SERVICES	1035480970	00143472	13005969	UNIFORMS 4/08 SHOP	06/30/14	238797	41.64-
00001	G & K SERVICES	1035483120	00143472	13005970	UNIFORMS 4/15 SHOP	06/30/14	238797	43.16-
00001	G & K SERVICES	1035485271	00143472	13005971	UNIFORMS 4/22 SHOP	06/30/14	238797	74.66-
00001	G & K SERVICES	1035487429	00143472	13005972	UNIFORMS 4/29 SHOP	06/30/14	238797	53.88-
00001	G & K SERVICES	1035489577	00143472	13005973	UNIFORMS 5/06 SHOP	06/30/14	238797	72.78-
00001	G & K SERVICES	1035491728	00143472	13005974	UNIFORMS 5/13 SHOP	06/30/14	238797	53.88-
00001	G & K SERVICES	1035493889	00143472	13005975	UNIFORMS 5/20 SHOP	06/30/14	238797	55.52-
00001	G & K SERVICES	1035496056	00143472	13005976	UNIFORMS 5/27 SHOP	06/30/14	238797	55.52-
00001	G & K SERVICES	1035480971	00143472	13005977	MATS 4/08 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035483121	00143472	13005978	MATS 4/15 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035486272	00143472	13005979	MATS 4/22 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035487430	00143472	13005980	MATS 4/29 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035489578	00143472	13005981	MATS 5/06 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035491729	00143472	13005982	MATS 5/13 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035493890	00143472	13005983	MATS 5/20 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035496057	00143472	13005984	MATS 5/27 SANIT	06/30/14	238797	17.40-
00001	G & K SERVICES	1035480972	00143472	13005985	MATS 4/08 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035483122	00143472	13005986	MATS 4/15 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035485273	00143472	13005987	MATS 4/22 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035487431	00143472	13005988	MATS 4/29 CITY BARN	06/30/14	238797	25.95-
00001	G & K SERVICES	1035489579	00143472	13005989	MATS 5/06 CITY BARN	06/30/14	238797	25.95-

HANCOCK BANK TRUST & FIN

Sum

00001	HANGER ORTHOPEDIC GROUP,	ET93XIB1PNB1	00143403	13005886	SRV 3/02/14 STANTON-PRISONER	06/30/14	238813	2,122.55-
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219.26-

HANGERORTHOPEDIC GROUP,

Sum

00001	HANGER PROSTHETICS & ORT	9NA4XIB1PNB1	00143402	13005885	SRV 2/17/14 HOLLIMON-PRISONER	06/30/14	238814	219.26-
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175.00-

HANGERPROSTHETICS & ORT

Sum

00001	HEALTHWORKS LLC	20046820	00143477	13006002	DRUG SCREEN POST ACCIDENT	06/30/14	238819	175.00-
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84.00-

HEALTHWORKS LLC

Sum

00001	HOME DEPOT	1972024	00142943	13006056	OUTDOOR CANOPIES P/F ACADEMY	06/30/14	238821	84.00-
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398.00-

HOME DEPOT

Sum

00001	HOOK-FAST SPECIALTIES IN	287493	00143049	13005917	UNIFORM ACCESSORIES FIRE DEPT	06/30/14	238822	398.00-
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82.00-

HOOK-FAST SPECIALTIES IN

Sum

00001	HUGHES SUPPLY	S143776750.0	00143188	13005919	HVAC BLDG SUPP TIME CLOCK RM	06/30/14	238826	82.00-
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60.34-

HUGHESSUPPLY

Sum

00001	INDOFF INC	2466328	00143092	13005824	JANIT/OFFICE SUPP P/F ACADEMY	06/30/14	238830	60.34-
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277.88-

00001	INDOFF INC	2469985	00143327	13006020	OFFICE SUPP FIRE DEPT	06/30/14	238830	69.14-
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79.10-

00001	INDOFF INC	2473677	00143468	13006159	JANIT/OFFICE SUPP FIRE DEPT	06/30/14	238830	79.10-
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143.99-

00001	INDOFF INC	2473725	00143511	13006160	PRINTER TONER FIRE DEPT	06/30/14	238830	143.99-
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INDOFFINC

Sum

00001	INGRAM EQUIPMENT CO LLC	0020836-IN	00142991	13005859	NUTS/BOLTS/SPRINGS SANIT	06/30/14	238831	570.11-
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149.64-

INGRAMEQUIPMENT CO LLC

Sum

00001	INTL ASSN OF ARSON INVES	1306657 6255	00143601	13006097	MBRSHIP 7/14-7/15 DAVIS	06/30/14	238832	149.64-
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75.00-

INTL ASSN OF ARSON INVES

Sum

00001	INTL CODE COUNCIL (BOOKS	0910801	00143543	13006022	ICC BOOKS-MITCHELL-LAND CODE	06/30/14	238833	75.00-
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121.95-

INTL CODE COUNCIL (BOOKS

Sum

00001	INTOXIMETERS	468819	00142869	13005913	INTOXILIZER MOUTHPIECES	06/30/14	238834	121.95-
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242.50-

INTOXIMETERS

MCCRORY, DONALD P

Sum								5,396.07-
00001	MCELHANEY PLUMBING INC	221321	00143243	13005834	RPLCMNT WTR FOUNTAIN PUB WRKS	06/30/14	238863	525.23-
00001	MCELHANEY PLUMBING INC	221263	00143450	13006098	ICE MACHINE REPR PTS P/WORKS	06/30/14	238863	103.40-

MCELHANEY PLUMBING INC

Sum								628.63-
00001	MCMULLAN EQUIPMENT CO	3513771C	00142845	13006079	OIL CHANGE MPO DEPT JEEP	06/30/14	238866	36.95-

MCMULLAN EQUIPMENT CO

Sum								36.95-
00001	MID SOUTH GLASS INC	0040248	00143318	13005923	PLEXIGLASS WARD MAP FRAMES	06/30/14	238869	192.00-

MID SOUTH GLASS INC

Sum								192.00-
00001	MID SOUTH UNIFORM & SUPP	515991	00142976	13005912	GOLD CAP STRAPS POLICE DEPT	06/30/14	238870	237.30-
00001	MID SOUTH UNIFORM & SUPP	516263	00142681	13006053	GOLD P BUTTONS POLICE CAPS	06/30/14	238870	44.00-

MID SOUTH UNIFORM & SUPP

Sum								281.30-
00001	MIKE'S TIRE & WHEEL CO	2174879	00143355	13006026	TRACTOR TUBES U#16201 STREET	06/30/14	238871	120.96-
00001	MIKE'S TIRE & WHEEL CO	2174253	00143452	13006164	TIRE TUBES MOWER U#15515 ST	06/30/14	238871	213.40-

MIKE'S TIRE & WHEEL CO

Sum								334.36-
00001	MINIT MART	616	00143247	13005909	FOOD TRNG CITIZENS CORPS	06/30/14	238873	246.00-
00001	MINIT MART	619	00143497	13006078	FOOD-CITIZENS CORP TRAINING	06/30/14	238873	251.00-

MINITMART

Sum								497.00-
00001	MITCHELL TOOL SALES & SE	90290	00143384	13005925	RATCHET STRAPS AIRPORT MAINT	06/30/14	238874	39.98-

MITCHELL TOOL SALES & SE

Sum								39.98-
00001	MOMAR INC	A76638	00143453	13006064	TRUCK WASH/WASP SPRAY CONSTR	06/30/14	238876	825.53-

MOMARINC

Sum								825.53-
00001	MS DEPARTMENT OF ENVIRON	UST-00016028	00143419	13005920	ANNUAL TANK FEES	06/30/14	238879	200.00-

MS DEPARTMENT OF ENVIRON

Sum								200.00-
00001	MS DEPT OF INFORMATION T	IN 601 COH19	02014597	13006072	LONG DIST CHGS 6/14 VARI DEPTS	06/30/14	238880	15,484.02-
00001	MS DEPT OF INFORMATION T	IN 601 COZ27	02014608	13006151	NCIC CONNECTION 6/14 POLICE	06/30/14	238880	224.00-

MS DEPT OF INFORMATION T

Sum								15,708.02-
00001	MS GRASS NURSERY	25498	00142425	13006104	GRASS SOD CEMETERY	06/30/14	238882	100.00-

00001	OFFICE DEPOT INC	716940130001	00143194	13006038	OFFICE SUPP MPO DEPT	06/30/14	238897	62.84-
00001	OFFICE DEPOT INC	716940131001	00143194	13006039	OFFICE SUPP MPO DEPT	06/30/14	238897	7.60-
00001	OFFICE DEPOT INC	716940132001	00143194	13006040	OFFICE SUPP MPO DEPT	06/30/14	238897	12.57-
00001	OFFICE DEPOT INC	716940133001	00143194	13006041	OFFICE SUPP MPO DEPT	06/30/14	238897	73.19-
00001	OFFICE DEPOT INC	716940515001	00143199	13006042	COMPUTER SUPP MPO DEPT	06/30/14	238897	136.37-
00001	OFFICE DEPOT INC	716940516001	00143199	13006043	COMPUTER SUPP MPO DEPT	06/30/14	238897	256.07-
00001	OFFICE DEPOT INC	716940515002	00143199	13006044	COMPUTER SUPP MPO DEPT	06/30/14	238897	75.98-
00001	OFFICE DEPOT INC	716938276001	00143192	13006045	TABLET MPO DEPT	06/30/14	238897	279.91-
00001	OFFICE DEPOT INC	716935691001	00143192	13006046	PRINTER MPO DEPT	06/30/14	238897	265.99-
00001	OFFICE DEPOT INC	716934255001	00143103	13006047	CD/DVD ENVELOPES POLICE DEPT	06/30/14	238897	108.36-
00001	OFFICE DEPOT INC	716934256001	00143103	13006048	DVD-R DISKS POLICE DEPT	06/30/14	238897	329.40-
00001	OFFICE DEPOT INC	1688696522	00143273	13006128	GREETING CARD STOCK P/F ACDMY	06/30/14	238897	79.93-
00001	OFFICE DEPOT INC	713177068001	00143273	13006129	GREETING CARD STOCK P/F ACDMY	06/30/14	238897	82.96-
OFFICEDEPOT INC								
Sum								1,970.03-
00001	OVERHEAD DOOR CO OF HBUR	67000	00142995	13006057	BAY DOOR REPR #6 FIRE STA	06/30/14	238900	975.00-
00001	OVERHEAD DOOR CO OF HBUR	67024	00143224	13006157	BAY DOOR REPR #8 FIRE STA	06/30/14	238900	870.00-
OVERHEAD DOOR CO OF HBUR								
Sum								1,845.00-
00001	PEARL RIVER VALLEY EPA (	6/14 GENERAL	00201418	13006149	MNTHLY 6/14 PUBLIC SERVICES	06/30/14	238903	1,336.21-
PEARLRIVER VALLEY EPA (								
Sum								1,336.21-
00001	PINE BELT OIL COMPANY IN	1019362	00143212	13005841	WEEKLY GAS/DIESEL PUB WORKS	06/30/14	238905	26,027.26-
00001	PINE BELT OIL COMPANY IN	1016958	00143387	13005995	WEEKLY GAS/DIESEL PUB WORKS	06/30/14	238905	26,925.82-
00001	PINE BELT OIL COMPANY IN	792749	00143498	13006007	FUEL CARDS ENTIRE CITY	06/30/14	238905	516.42-
00001	PINE BELT OIL COMPANY IN	1019366	00143600	13006152	WEEKLY DIESEL PUBLIC WORKS	06/30/14	238905	18,759.52-
00001	PINE BELT OIL COMPANY IN	1021864	00143600	13006153	WEEKLY GAS PUBLIC WORKS	06/30/14	238905	19,245.80-
PINE BELT OIL COMPANY IN								
Sum								91,474.82-
00001	PINE BELT REGIONAL SOLID	100006 5/14	00143288	13005839	REFUSE DISPOSAL 4/30-5/30	06/30/14	238906	39,095.94-
PINE BELT REGIONAL SOLID								
Sum								39,095.94-
00001	PITNEY BOWES INC-METER R	0988915-JN14	00143476	13006004	POSTAGE MACHINE LEASE C HALL	06/30/14	238909	1,566.00-
PITNEYBOWES INC-METER R								
Sum								1,566.00-
00001	POWER PLUS INC	26900	00143017	13005854	EZ REACH TOOLS-TRASH PICKUP	06/30/14	238913	379.00-
POWERPLUS INC								
Sum								379.00-
00001	PRECISION DELTA CORP	84517	00141001	13005847	TRAINING AMMO P/F ACADEMY	06/30/14	238914	2,900.00-
00001	PRECISION DELTA CORP	83249	00136761	13005877	AMMO/TARGETS P/F ACADEMY	06/30/14	238914	820.00-
00001	PRECISION DELTA CORP	83771	00136761	13005878	AMMO/TARGETS P/F ACADEMY	06/30/14	238914	1,260.00-

00001	STATE FIRE ACADEMY	21713 MOONEY	00143656	13006135	SUB FEE MOONEY/RIELS	06/30/14	238943	40.00-

STATEFIRE ACADEMY								
Sum								
00001	STEWART'S CAMERA CENTER	7643	00143639	13006156	PHOTO P/F ACADEMY	06/30/14	238944	525.00-

STEWART'S CAMERA CENTER								
Sum								
00001	STRIBLING EQUIPMENT CO L	CS006074918:	00143356	13006061	REPR PTS U#17898 STREET DEPT	06/30/14	238945	15.95-

STRIBLING EQUIPMENT CO L								
Sum								
00001	TEMPLE INC	INV0131829	00142658	13005852	TRAFF EQUIP PTS TRAFFIC STOCK	06/30/14	238946	534.29-

TEMPLEINC								
Sum								
00001	TRUCK SERVICE & EQUIPMEN	316258	00143576	13006167	REPR PTS SANIT STOCK	06/30/14	238952	15,131.00-

TRUCKSERVICE & EQUIPMEN								
Sum								
00001	TRUCKS PLUS AUTO ACCESSO	28376	00143059	13005836	TRAILER HITCH CONSTR DEPT	06/30/14	238953	105.36-

TRUCKSPLUS AUTO ACCESSO								
Sum								
00001	UNITED PARCEL SERVICE IN	00008E1Y1523	00143399	13005876	SHIP CHGS 5/2,5/23 POLICE	06/30/14	238957	64.00-

UNITEDPARCEL SERVICE IN								
Sum								
00001	VAUGHN WILSON PHOTOGRAPH	5	00142920	13005844	PHOTOS HARRIS/WEAVER-HARRIS	06/30/14	238960	46.08-

VAUGHNWILSON PHOTOGRAPH								
Sum								
00001	VERIZON WIRELESS	9726212974	00143323	13005811	INET/NETWORK 6/14 INFO TECH	06/30/14	238961	100.00-

VERIZON WIRELESS								
Sum								
00001	VIP PRODUCTIONS	924	00143342	13005823	GRADUATION VIDEO P/F ACADEMY	06/30/14	238962	1,560.53-

VIP PRODUCTIONS								
Sum								
00001	WAL-MART STORES INC	002039	00143333	13006069	IPAD SUPP-COLEMAN-NIP	06/30/14	238964	400.00-

WAL-MART STORES INC								
Sum								
00001	WANSLEY'S MACHINE & DRIV	34129	00143545	13006062	REPRS U#14402 STREET DEPT	06/30/14	238965	94.88-

WANSLEY'S MACHINE & DRIV								
Sum								

1,365.00-								

00001	WASTE MANAGEMENT OF SOUTHERN UTILITIES COMPANY	0007475-2526	00143289	13005840	REFUSE DISPOSAL 5/16-6/1 SANITATION	06/30/14	238966	3,897.30-

WASTEMANAGEMENT OF SOUTHERN UTILITIES COMPANY								
Sum								3,897.30-
00001	WASTE PRO HATTIESBURG	426101	00143473	13006008	RECYCLE FEES 5/14 SANITATION	06/30/14	238967	9,300.00-
00001	WASTE PRO HATTIESBURG	426090	00143473	13006009	RECYCLE FEES 5/14 SANITATION	06/30/14	238967	20,784.30-

WASTEPRO HATTIESBURG								
Sum								30,084.30-
00001	WATERS INTERNATIONAL TRUST	8-241700058	00143487	13006031	REPR PTS U#17727 SANITATION	06/30/14	238968	2,647.96-
00001	WATERS INTERNATIONAL TRUST	8-241700053	00143527	13006032	REPR PTS SANIT STOCK	06/30/14	238968	189.00-
00001	WATERS INTERNATIONAL TRUST	8-241740049	00143577	13006099	WHEEL REPR PTS U#7871 STREET	06/30/14	238968	975.53-
00001	WATERS INTERNATIONAL TRUST	8-241740064	00143579	13006101	REPR PTS U#17726 SANITATION	06/30/14	238968	388.18-

WATERSINTERNATIONAL TRUST								
Sum								4,200.67-
00001	WILLMUT GAS & OIL COMPANY	6/14 GENERAL	00201418	13006111	MNTHLY GAS-GENERAL	06/30/14	238970	410.33-

WILLMUT GAS & OIL COMPANY								
Sum								410.33-
00001	WORKWELL SERVICES (NEW VENDOR)	15191	00143478	13006003	DRUG SCREEN NEW HIRE/ACCIDENT	06/30/14	238972	2,013.00-

WORKWELL SERVICES (NEW VENDOR)								
Sum								2,013.00-

Sum								1,771,065.91-

CITY OF HATTIESBURG - PARKS& RECREATION FUND

DOCKET OF CLAIMS

Date

- 06/26/14

PERIOD ENDING JUNE 30, 2014

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND							
00002 A & R FARM AND GARDEN	251921	00143454	13001595	INSECTICIDE GRNDS MAINT	06/30/14	238687	168.00-
00002 A & R FARM AND GARDEN	251987	00143516	13001601	HERBICIDE/PAPER STICKS	06/30/14	238687	254.00-
A & RFARM AND GARDEN							
Sum							422.00-
00002	71383	00143520	13001620	CHEMICALS DAHMER/CE ROY POOLS	06/30/14	238690	275.88-
ADCOCKPOOLS AND SPA							
Sum							275.88-
00002	1882H	00143160	13001564	HERBICIDE ALL BALLFIELDS	06/30/14	238693	3,620.00-
AGRI-AFC LLC							
Sum							3,620.00-
00002 ALBRITTEN, AARON	SPORTS SERVS	02014606	13001669	SERVS LIFEGUARD	06/30/14	238695	315.00-
ALBRITTEN, AARON							
Sum							315.00-
00002 ALL SOUTH PORTABLE SANIT	13903	00143515	13001624	PORTALETS 7/21-22 JUNETEENTH	06/30/14	238696	900.00-
ALL SOUTH PORTABLE SANIT							
Sum							900.00-
00002 ALLBRITTON CHAIN SAW & L	33013	00143279	13001566	RPLCMNT BLOWER MOWING CREW	06/30/14	238697	439.99-
ALLBRITTON CHAIN SAW & L							
Sum							439.99-
00002 ANOINTED HANDS CLEANING	769	00143606	13001625	SERV 6/14 GRNDS MAINT OFFICE	06/30/14	238700	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	15074	00143467	13001591	BATTERY U#13989 GRNDS MAINT	06/30/14	238704	54.95-
00002	15160	00143523	13001596	BATTERY MOWER U#16978	06/30/14	238704	57.95-
AUTO ARMATURE SERVICE IN							
Sum							112.90-
00002	SPORTS SERVS	02014605	13001654	SERVS DIXIE MAJORS	06/30/14	238709	250.00-
BARHAM, BRENT KENNETH							
Sum							250.00-
00002 BASS CLEANERS	13454	00143388	13001592	CLEAN EVENT TABLECLOTHS	06/30/14	238713	75.00-
BASS CLEANERS							

Sum								75.00-
00002	BELL, DEVON	OFFICIAL 6/6	02014604	13001638	OFFICIAL-ADULT SOFTBALL	06/30/14	238717	34.00-
BELL,DEVON								34.00-
Sum								238.00-
00002	BETTS, SHERMAN	OFFICIAL 6/6	02014604	13001639	OFFICIAL-ADULT SOFTBALL	06/30/14	238718	
BETTS,SHERMAN								238.00-
Sum								315.00-
00002	BLAKNEY, BRENDEN	SPORTS SERVS	02014606	13001670	SERVS LIFEGUARD	06/30/14	238721	
BLAKNEY, BRENDEN								315.00-
Sum								406.00-
00002	BOOTH, JAKYRIA N	SPORTS SERVS	02014605	13001655	SERVS DIXIE MAJORS	06/30/14	238724	
BOOTH,JAKYRIA N								406.00-
Sum								154.99-
00002	BRACKMAN MOWER WAREHOUSE	IN0130210	00143291	13001571	REPR MOWERS U#16978,U#18866	06/30/14	238726	
00002		IN0130211	00143294	13001572	REPR PTS MOWER U#17997	06/30/14	238726	65.56-
00002	BRACKMAN MOWER WAREHOUSE	IN0130212	00143294	13001573	REPRS MOWER U#17997	06/30/14	238726	84.50-
00002	BRACKMAN MOWER WAREHOUSE	IN0130207	00143297	13001574	REPRS MOWER U#19464	06/30/14	238726	40.87-
00002	BRACKMAN MOWER WAREHOUSE	IN0130209	00143293	13001577	HEDGE TRIMMER REPR	06/30/14	238726	40.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0130208	00143296	13001578	REPRS MOWER U#19653	06/30/14	238726	20.00-
00002		0130319	00143372	13001583	AGRI EQUIP SPARK PLUGS	06/30/14	238726	75.00-
00002	BRACKMAN MOWER WAREHOUSE	0130465	00143463	13001597	EDGER BLADES GRNDS MAINT	06/30/14	238726	50.00-
00002	BRACKMAN MOWER WAREHOUSE	0130533	00143510	13001608	MOWER BLADES GRNDS MAINT	06/30/14	238726	789.60-
00002	BRACKMAN MOWER WAREHOUSE	0130850	00143632	13001690	WEEDEATER REPR PTS	06/30/14	238726	254.50-
00002		IN0130851	00143642	13001691	REPRS MOWER U#8181	06/30/14	238726	59.50-
00002	BRACKMAN MOWER WAREHOUSE	0130849	00143649	13001692	REPRS U#19303 GRNDS MAINT	06/30/14	238726	406.00-
00002	BRACKMAN MOWER WAREHOUSE	0130884	00143676	13001697	TUBE REPR MOWER U#19303	06/30/14	238726	24.16-
BRACKMAN MOWER WAREHOUSE								2,064.68-
Sum								51.00-
00002	BRADDOCK, ARETHA	OFFICIAL 6/6	02014604	13001640	OFFICIAL-ADULT SOFTBALL	06/30/14	238727	
BRADDOCK, ARETHA								51.00-
Sum								192.00-
00002	BRADLEY, MARQUITA	SPORTS SERVS	02014607	13001676	SPORTS SUPPORT SERVICES	06/30/14	238728	
BRADLEY, MARQUITA								192.00-
Sum								32.00-
00002	BROWN, TIRON	SPORTS SERVS	02014607	13001675	SPORTS SUPPORT SERVICES	06/30/14	238731	
BROWN,TIRON								32.00-
Sum								35.00-
00002	BRYANT, JEFF	SPORTS SERVS	02014605	13001656	SERVS DIXIE MAJORS	06/30/14	238732	
BRYANT, JEFF								

Sum								35.00-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13001627	TRF 2ND 6/14 PAYROLL	06/25/14	310052	83,828.54-
CITY OF HATTIESBURG FUND								
Sum								83,828.54-
00002	COLQUITT, EMMA	SPORTS SERVS	02014607	13001677	SPORTS SUPPORT SERVICES	06/30/14	238749	49.00-
COLQUITT, EMMA								
Sum								49.00-
00002	COMMERCIAL STATIONERY CO	359800-0	00143041	13001612	OFFICE SUPP REC ADM	06/30/14	238751	174.98-
00002	COMMERCIAL STATIONERY CO	359800-1	00143041	13001613	OFFICE SUPP REC ADM	06/30/14	238751	39.14-
COMMERCIAL STATIONERY CO								
Sum								214.12-
00002		8623	00143597	13001633	ICE MACHINE REPR TATUM SOFTBL	06/30/14	238755	200.00-
COURTNEY'S RESTAURANT EQ								
Sum								200.00-
00002	CURRY III, GEORGE	SPORTS SERVS	02014605	13001657	SERVS DIXIE MAJORS	06/30/14	238756	85.00-
CURRYIII, GEORGE								
Sum								85.00-
00002	CURTIS, GEORGE	SPORTS SERVS	02014607	13001678	SPORTS SUPPORT SERVICES	06/30/14	238757	14.00-
CURTIS, GEORGE								
Sum								14.00-
00002	CURTIS, MALCOLM	OFFICIAL 6/6	02014604	13001641	OFFICIAL-ADULT SOFTBALL	06/30/14	238758	136.00-
CURTIS, MALCOLM								
Sum								136.00-
00002	DIXON, TIMOTHY	OFFICIAL 6/6	02014604	13001642	OFFICIAL-ADULT SOFTBALL	06/30/14	238766	51.00-
DIXON,TIMOTHY								
Sum								51.00-
00002	DOLEAC ELECTRIC CO INC	2014-1162	00136696	13001610	ELEC SUPP TATUM SOCCER FLDS	06/30/14	238767	7,086.75-
00002	DOLEAC ELECTRIC CO INC	2014-1162(B)	00143582	13001611	TATUM SOC LIGHTS PO#136696	06/30/14	238767	9,752.08-
DOLEACELECTRIC CO INC								
Sum								16,838.83-
00002	DOSSETT, KENNY	SPORTS SERVS	02014605	13001658	SERVS DIXIE MAJORS	06/30/14	238768	85.00-
DOSSETT, KENNY								
Sum								85.00-
00002	DUNMORE, JOHNATHAN	SPORTS SERVS	02014607	13001679	SPORTS SUPPORT SERVICES	06/30/14	238769	119.00-
DUNMORE, JOHNATHAN								
Sum								119.00-
00002	EASLEY, CHARLES EDWARD	SPORTS SERVS	02014605	13001659	SERVS DIXIE MAJORS	06/30/14	238773	250.00-

EASLEY, CHARLES EDWARD

Sum

00002	EASLEY, NICKEY	SPORTS SERVS	02014605	13001660	SERVS DIXIE MAJORS	06/30/14	238774	250.00-
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35.00-

EASLEY, NICKEY

Sum

00002	ECONOMY SUPPLY CO	213828	00143151	13001568	BLDG SUPP TATUM PARK	06/30/14	238775	35.00-
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52.35-

00002	ECONOMY SUPPLY CO	213971	00143204	13001569	DOOR CLOSURE DAHMER PARK	06/30/14	238775	35.95-
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560.11-

00002	ECONOMY SUPPLY CO	213854	00142056	13001587	STAGE FORM MATLS TOWN SQ PK	06/30/14	238775	
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ECONOMY SUPPLY CO

Sum

00002	ELKINS WHOLESALE INC	212338-00	00143631	13001688	JANIT SUPP GRNDS MAINT	06/30/14	238776	648.41-
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624.69-

00002	ELKINS WHOLESALE INC	21738-00	00143456	13001695	JANIT SUPP GRNDS MAINT	06/30/14	238776	32.41-
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29.97-

00002		21738-01	00143456	13001696	JANIT SUPP GRNDS MAINT	06/30/14	238776	
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ELKINSWHOLESALE INC

Sum

00002		OFFICIAL 6/6	02014604	13001643	OFFICIAL-ADULT SOFTBALL	06/30/14	238777	687.07-
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34.00-

ESTERS, WILLARD (BUTCH)

Sum

00002		913963	00141583	13001694	FOUNTAIN TILE REPR T DEPOT	06/30/14	238780	34.00-
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500.00-

FAIRLEY, BILLY RAY

Sum

00002		MSHAT171831	00143256	13001581	FIRST AID KITS REC MNT FLEET	06/30/14	238782	500.00-
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1,583.45-

FASTENAL COMPANY

Sum

00002		256954	00143329	13001582	ELEC SUPP DAHMER PK PAVILION	06/30/14	238802	1,583.45-
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112.40-

00002	GILKEY ELECTRIC SUPPLY C	257067	00143376	13001603	ELEC SUPP TATUM TENNIS COURT	06/30/14	238802	26.70-
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GILKEYELECTRIC SUPPLY C

Sum

00002		SPORTS SERVS	02014605	13001661	SERVS DIXIE MAJORS	06/30/14	238805	139.10-
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85.00-

GRAVES, JEREMY

Sum

00002	GRAVES, STEVEN	SPORTS SERVS	02014605	13001662	SERVS DIXIE MAJORS	06/30/14	238806	85.00-
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35.00-

GRAVES, STEVEN

Sum

00002	HARTFIELD, JOE	SPORTS SERVS	02014605	13001663	SERVS DIXIE MAJORS	06/30/14	238815	35.00-
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70.00-

HARTFIELD, JOE

Sum

70.00-

00002	HARTFIELD, JONATHAN CART	SPORTS SERVS	02014605	13001664	SERVS DIXIE MAJORS	06/30/14	238816	250.00-
HARTFIELD, JONATHAN CART								
Sum								
00002	HARTFIELD, MADISON	SPORTS SERVS	02014605	13001665	SERVS DIXIE MAJORS	06/30/14	238817	250.00-
HARTFIELD, MADISON								
Sum								
00002	HOLLIMAN, TYMENCE	SPORTS SERVS	02014605	13001666	SERVS DIXIE MAJORS	06/30/14	238820	70.00-
HOLLIMAN, TYMENCE								
Sum								
00002	HUGHES, RIONE	SPORTS SERVS	02014606	13001671	SERVS LIFEGUARD	06/30/14	238827	35.00-
HUGHES, RIONE								
Sum								
00002	HUSBAND, EARL	OFFICIAL 6/6	02014604	13001644	OFFICIAL-ADULT SOFTBALL	06/30/14	238828	35.00-
HUSBAND, EARL								
Sum								
00002	IRBY, STUART C CO	S008349789.0	00142697	13001579	CREDIT	06/30/14	238835	399.00-
00002	IRBY, STUART C CO	S008352418.0	00143155	13001590	ELEC SUPP-TATUM PK SOFTBALL	06/30/14	238835	68.00-
00002		S008366836.0	00143337	13001604	ELEC SUPP DAHMER PAVILION	06/30/14	238835	251.50
IRBY,STUART C CO								
Sum								
00002	J M H GRAPHICS	S 28144	00143221	13001602	MDOT-UYC SHIRTS	06/30/14	238836	294.01-
00002		S 28302	00143225	13001614	LIFEGUARD SHIRTS REC ADM	06/30/14	238836	102.72-
J M HGRAPHICS								
Sum								
00002	JONES, ANN	PETTY CASH 6	00143672	13001628	PETTY CASH GRNDS MAINT	06/30/14	238838	145.23-
JONES,ANN								
Sum								
00002	JOSH OBERST DESIGN	14006	00138327	13001623	WELCOME/HBURG SIGN DESIGN	06/30/14	238839	1,195.50-
JOSH OBERST DESIGN								
Sum								
00002	KEELING COMPANY (HATTIES	S2645307.001	00143519	13001621	ELEC SUPP TATUM PARK	06/30/14	238842	189.00-
KEELING COMPANY (HATTIES								
Sum								
00002	KELLY, KEITH	OFFICIAL 6/6	02014604	13001645	OFFICIAL-ADULT BSKTBALL/SB	06/30/14	238843	1,384.50-
KELLY,KEITH								
Sum								
00002	KETTLEY, ANNETTE	SPORTS SERVS	02014607	13001680	SPORTS SUPPORT SERVICES	06/30/14	238845	115.16-

KETTLEY, ANNETTE

Sum

00002	KEYS, MECHEKA	SPORTS SERVS	02014607	13001681	SPORTS SUPPORT SERVICES	06/30/14	238846	77.00-70.00-
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KEYS,MECHEKA

Sum

00002	KIRKSEY, NANCY JONES	SPORTS SERVS	02014607	13001682	SPORTS SUPPORT SERVICES	06/30/14	238847	70.00-150.00-
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KIRKSEY, NANCY JONES

Sum

00002	KNIGHT, C LEIGHTON	SPORTS SERVS	02014606	13001672	SERVS LIFEGUARD	06/30/14	238848	150.00-415.50-
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KNIGHT, C LEIGHTON

Sum

00002	LANCASTER'S MACHINE & WE	21802	00143431	13001584	WELD REPR MOWER U#14980	06/30/14	238851	415.50-45.00-
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LANCASTER'S MACHINE & WE

Sum

00002	LIQUI-CHEM, INC	54796 6/12/1	00142332	13001637	FERT/HERBICIDE C HALL/VET PARK	06/30/14	238855	45.00-42.00-
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LIQUI-CHEM, INC

Sum

00002	LOCKE, JACKIE W	OFFICIAL 6/6	02014604	13001646	OFFICIAL-ADULT SOFTBALL	06/30/14	238856	42.00-70.00-
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LOCKE,JACKIE W

Sum

00002	LYON, AVERY LAYNE	SPORTS SERVS	02014606	13001673	SERVS LIFEGUARD	06/30/14	238857	70.00-337.50-
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LYON,AVERY LAYNE

Sum

00002	MCELHANEY PLUMBING INC	220473	00143219	13001570	PLUMB SUPP DAHMER POOL	06/30/14	238863	337.50-117.85-
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00002 MCELHANEY PLUMBING INC

220863

00143593

13001629

PLUMB SUPP CE ROY POOL

06/30/14

238863

55.09-

MCELHANEY PLUMBING INC

Sum

00002	MC GEE, BARBARA (REFUNDS	PAVILION REN	02014582	13001594	PAVILION RENT REFUND	06/30/14	238864	172.94-40.00-
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MC GEE,BARBARA (REFUNDS

Sum

00002	MCNAIR, EVELENE	OFFICIAL 6/6	02014604	13001647	OFFICIAL-ADULT SOFTBALL	06/30/14	238867	40.00-255.00-
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MCNAIR, EVELENE

Sum

00002	MIKE'S TIRE & WHEEL CO	2174672	00143156	13001565	REPRS U#9167 GRNDS MAINT	06/30/14	238871	255.00-889.02-
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00002 MIKE'S TIRE & WHEEL CO

2174781

00143244

13001575

TIRE/TUBE MOWER U#15517

06/30/14

238871

117.96-

00002 MIKE'S TIRE & WHEEL CO

2174387

00143485

13001598

TIRE REPR MOWERS #18478/18967

06/30/14

238871

116.96-

00002 MIKE'S TIRE & WHEEL CO

2174890

00143488

13001599

TIRE REPR MOWER U#7561

06/30/14

238871

29.16-

Sum								2,051.24-
00002	POPE, KYMBERLEY	OFFICIAL 6/6	02014604	13001650	OFFICIAL-ADULT SOFTBALL	06/30/14	238911	161.00-
00002	POPE, KYMBERLEY	SPORTS SERVS	02014607	13001683	SPORTS SUPPORT SERVICES	06/30/14	238911	245.00-

POPE,KYMBERLEY								
Sum								406.00-
00002	POWELL, RANDY	SPORTS SERVS	02014607	13001684	SPORTS SUPPORT SERVICES	06/30/14	238912	133.00-

POWELL, RANDY								
Sum								133.00-
00002	RECREONICS INC	664433	00142996	13001588	CITY POOL SUPP REC ADM	06/30/14	238918	498.41-

RECREONICS INC								
Sum								498.41-
00002	SAFFOLD, APRIL	SPORTS SERVS	02014606	13001674	SERVS LIFEGUARD	06/30/14	238926	352.50-

SAFFOLD, APRIL								
Sum								352.50-
00002	SHAW, RATONIA	SPORTS SERVS	02014605	13001668	SERVS DIXIE MAJORS	06/30/14	238929	70.00-

SHAW,RATONIA								
Sum								70.00-
00002	SHERWIN-WILLIAMS COMPANY	5462-6	00143287	13001605	PAINT SUPP DAHMER/EASTSIDE	06/30/14	238930	140.93-

SHERWIN-WILLIAMS COMPANY								
Sum								140.93-
00002	SMITH, JIM SERVICES	81539	00143283	13001585	A/C REPAIR TATUM TENNIS	06/30/14	238933	512.72-

SMITH,JIM SERVICES								
Sum								512.72-
00002	SOUTHERN MS PINE STRAW	9357	00143330	13001567	PINE STRAW TATUM PARK	06/30/14	238937	150.00-
00002		9361	00143425	13001589	PINE STRAW BALES	06/30/14	238937	50.00-

SOUTHERN MS PINE STRAW								
Sum								200.00-
00002		19505	00143362	13001586	LWCF SIGN REPR CE ROY PLAYGND	06/30/14	238941	265.00-

SPEEDYPRINTING & SIGNS								
Sum								265.00-
00002		OFFICIAL 6/6	02014604	13001651	OFFICIAL-ADULT SOFTBALL	06/30/14	238947	187.00-

TERRELL, WINSTON								
Sum								187.00-
00002	TREES & TRENDS	PO#143422 6/	00143422	13001689	PLANT STANDS VARI EVENTS/BLDG	06/30/14	238949	302.35-

TREES& TRENDS								
Sum								302.35-
00002	TROTTER, COREY	OFFICIAL 6/6	02014604	13001652	OFFICIAL-ADULT SOFTBALL	06/30/14	238950	119.00-

TROTTER, COREY

Sum

00002	TROTTER, WILLIE	OFFICIAL 6/6	02014604	13001653	OFFICIAL-ADULT SOFTBALL	06/30/14	238951	119.00-
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153.00-

TROTTER, WILLIE

Sum

00002	UNITED FENCE COMPANY	00016148	00143566	13001630	REPAIR FENCE EASTSIDE PARK	06/30/14	238956	222.25-
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153.00-

00002		00016149	00143568	13001631	REPR HANDRAIL FENCE DUNCAN LK	06/30/14	238956	417.10-
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222.25-

00002	UNITED FENCE COMPANY	00016150	00143569	13001632	FATE REPR CE ROY POOL VANDALS	06/30/14	238956	315.00-
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417.10-

UNITEDFENCE COMPANY

Sum

00002	VARNADO, ALEXZANDRIA	SPORTS SERVS	02014607	13001685	SPORTS SUPPORT SERVICES	06/30/14	238958	954.35-
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56.00-

VARNADO, ALEXZANDRIA

Sum

00002	VARNADO, UNDRA	SPORTS SERVS	02014607	13001686	SPORTS SUPPORT SERVICES	06/30/14	238959	56.00-
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133.00-

VARNADO, UNDRA

Sum

00002	W.A.POWE AQUATICS, LLC	6	00143682	13001687	AQUATIC SERVS 5/14 REC ADM	06/30/14	238963	133.00-
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5,000.00-

W.A.POWE AQUATICS, LLC

Sum

00002	WAL-MART STORES INC	001615	00143341	13001615	MICROWAVE GRNDS MAINT	06/30/14	238964	55.00-
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5,000.00-

00002	WAL-MART STORES INC	001614	00143350	13001616	MICROWAVE GRNDS BREAKROOM	06/30/14	238964	55.00-
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55.00-

00002	WAL-MART STORES INC	001618	00143202	13001617	SUMMER DAY CAMP SUPPLIES	06/30/14	238964	1,309.14-
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1,309.14-

00002	WAL-MART STORES INC	000752	00143202	13001618	SUMMER DAY CAMP SUPPLIES	06/30/14	238964	224.46-
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224.46-

WAL-MART STORES INC

Sum

00002	WILLMUT GAS & OIL COMPAN	6/14 PKS/REC	00201418	13001626	MNTHLY GAS-PARKS & REC	06/30/14	238970	1,643.60-
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12.94-

WILLMUT GAS & OIL COMPAN

Sum

12.94-

Sum

153,870.36-

CITY OF HATTIESBURG - HATT.MUNICIPAL FIRE PROTECTION
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2014

Date - 06/26/14

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
	-----	-----	-----	-----	-----	-----	-----
HATT.MUNICIPAL FIRE PROTECTION 00005 GOVX CORP	232	00143144	13000040	LIFEPROOF FRE IPAD AIR CASES	06/30/14	238804	1,227.22-
GOVX CORP							-----
Sum							1,227.22-
00005 ROGERS, MICHAEL J & ASSO	042015B	00143603	13000041	FIREHOUSE SOFTWARE TRAINING	06/30/14	238924	2,400.00-
ROGERS, MICHAEL J & ASSO							-----
Sum							2,400.00-
Sum							-----
							3,627.22-

CITY OF HATTIESBURG - WATER& SEWER OPERATION/MAINT.

DOCKET OF CLAIMS

Date

- 06/26/14

PERIOD ENDING JUNE 30, 2014

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.							
00009 A & A TRANSMISSIONS	14416	00143345	13001316	REPRS U#13080 LAGOON	06/30/14	238686	370.00-
A & A TRANSMISSIONS							
Sum							370.00-
00009 AUTO ZONE	0139947496	00143090	13001315	ANTIFREEZE LAGOON UNITS	06/30/14	238706	65.94-
AUTO ZONE							
Sum							65.94-
00009 BODY TECH INC	10802	00143347	13001314	TOWING U#13080 SEWER	06/30/14	238723	65.00-
00009	10757	00143418	13001319	TOWING U#11130 TRANS	06/30/14	238723	65.00-
BODY TECH INC							
Sum							130.00-
00009 CAMPER CITY OF HATTIESBU	27761	00143125	13001334	GOOSENECK U#15232 SEWER DEPT	06/30/14	238734	600.00-
CAMPERCITY OF HATTIESBU							
Sum							600.00-
00009 CARQUEST AUTO PARTS STOR	14758-28595	00143123	13001309	REPR PTS U#9743 TRANS	06/30/14	238740	105.98-
00009	14758-29427	00143489	13001344	REPR PTS U#11060 TRANS	06/30/14	238740	55.97-
00009 CARQUEST AUTO PARTS STOR	14758-29562	00143558	13001345	REPR PTS U#14760 TRANS	06/30/14	238740	331.12-
00009 CARQUEST AUTO PARTS STOR	14758-28403	00143042	13001364	WIPER BLADES U#15916 SEWER	06/30/14	238740	31.42-
CARQUEST AUTO PARTS STOR							
Sum							524.49-
00009	X10109	00142965	13001308	PLUMB SUPP TRANS STOCK	06/30/14	238741	4,962.40-
00009 CENTRAL PIPE SUPPLY INC	X10862	00143196	13001320	METER BASES TRANS DEPT	06/30/14	238741	3,300.00-
00009 CENTRAL PIPE SUPPLY INC	X08984	00142062	13001352		06/30/14	238741	3,577.60-
00009 CENTRAL PIPE SUPPLY INC	X09794	00142062	13001353	PLUMB SUPP SEWER DEPT	06/30/14	238741	110.60-
00009 CENTRAL PIPE SUPPLY INC	X10660	00142062	13001354	PLUMB SUPP SEWER DEPT	06/30/14	238741	89.90-
CENTRAL PIPE SUPPLY INC							
Sum							12,040.50-
00009 CERTIFIED LABORATORIES	1533935	00143039	13001317	CHEMICALS SEWER/LAGOONS	06/30/14	238742	29,753.60-
CERTIFIED LABORATORIES							
Sum							29,753.60-
00009 CHLORINATION & CONTROLS	6910	00143443	13001347	PUMP EQUIP PTS PLANT	06/30/14	238745	190.71-
CHLORINATION & CONTROLS							
Sum							190.71-
00009 CINTAS FIRST AID J71	5001466617	00143441	13001350	BLACK GLOVES SEWER DEPT	06/30/14	238746	173.20-

CINTASFIRST AID J71

Sum								173.20-
00009	CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13001342	TRF 2ND 6/14 PAYROLL	06/25/14	21790	99,496.84-

CITY OF HATTIESBURG FUND

Sum								99,496.84-
00009	COBURN'S SUPPLY CO INC	606991602	00143278	13001332	SINK REPR 2ND FLR WTR PLT #2	06/30/14	238748	225.09-
00009		606917385	00142798	13001338	TUBING/RUBBER BOOTS/RAINSUITS	06/30/14	238748	798.56-
00009	COBURN'S SUPPLY CO INC	606917385-1	00142798	13001339	RAINSUITS TRANS DEPT	06/30/14	238748	28.74-

COBURN'S SUPPLY CO INC

Sum								1,052.39-
00009	COMSOUTH	174298	00142641	13001326	RADIO POWER CORD WTR OFFICE	06/30/14	238753	140.00-

COMSOUTH

Sum								140.00-
00009	CONSOLIDATED PIPE & SPLY	0443257-000-	00143197	13001321	PLUMB SUPP SEWER DEPT	06/30/14	238754	1,168.00-

CONSOLIDATED PIPE & SPLY

Sum								1,168.00-
00009	D P C ENTERPRISES LP	212001160-14	00143063	13001346	CHEMICALS WTR PLANTS	06/30/14	238760	1,164.00-
00009	D P C ENTERPRISES LP	212001158-14	00143057	13001356	CHEMICALS LAGOONS	06/30/14	238760	2,216.00-
00009		212001159-14	00143057	13001357	CHEMICALS LAGOONS	06/30/14	238760	1,496.00-

D P CENTERPRISES LP

Sum								4,876.00-
00009		SEWER BILLIN	00143481	13001324	SEWER BILLING REPORT 4/14	06/30/14	238764	325.00-

DIXIECOMMUNITY UTILITY

Sum								325.00-
00009		138552	00143563	13001330	CUT OFF/TURN ON DEL SWR ACCTS	06/30/14	238765	280.00-

DIXON,C.R.

Sum								280.00-
00009		MSHAT170981	00142554	13001310	HAND TOOLS/SUPP SEWER DEPT	06/30/14	238782	256.69-
00009	FASTENAL COMPANY	MSHAT171469	00142554	13001311	HAND TOOLS/SUPP SEWER DEPT	06/30/14	238782	180.08-
00009	FASTENAL COMPANY	MSHAT171558	00143013	13001343	COVERS FOR CLAY GRAVEL TRANS	06/30/14	238782	158.39-

FASTENAL COMPANY

Sum								595.16-
00009	FERGUSON ENTERPRISES INC	1245947	00143426	13001337	TOILET REPR SUPP WTR OFFICE	06/30/14	238784	460.79-
00009	FERGUSON ENTERPRISES INC	1243904	00143126	13001348	SINK FAUCET PLT #2	06/30/14	238784	143.30-

FERGUSON ENTERPRISES INC

Sum								604.09-
00009	GARY'S SMALL ENGINE REPA	PO#143615 6/	00143615	13001367	SCAGBELT WTR PLANT	06/30/14	238799	65.99-

GARY'SSMALL ENGINE REPA

Sum

00009	GILKEY ELECTRIC SUPPLY C	256910	00143280	13001368	ELEC SUPP RAWLS SPRINGS LOOP	06/30/14	238802	65.99- 804.00-
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GILKEYELECTRIC SUPPLY C

Sum

00009	HAVARD PEST CONTROL INC	730068	00143022	13001363	TERMITE TRTMT JAMES SAFE ROOM	06/30/14	238818	804.00- 50.00-
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HAVARDPEST CONTROL INC

Sum

00009	HOME DEPOT	6972140	00143056	13001333	TOOL SET SEWER DEPT	06/30/14	238821	50.00- 199.00-
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HOME DEPOT

Sum

00009		MB420180TM	00142553	13001312	REPR PTS U#15916,U#12686 SWR	06/30/14	238829	199.00- 3,758.40-
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00009	I C M-IMPROVED CONSTR ME	MB420145TM	00142931	13001313	REPAIR PUSH CAMERA SYSTEM	06/30/14	238829	1,479.50-
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I C M-IMPROVED CONSTR ME

Sum

00009		S008333868.0	00143005	13001351	ELEC SUPP SEWER DEPT	06/30/14	238835	5,237.90- 953.81-
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IRBY,STUART C CO

Sum

00009		59363	00142961	13001366	HANGER KIT-TRAILER-TRANS DEPT	06/30/14	238840	953.81- 59.75-
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K & KTRUCK-TRAILER PART

Sum

00009		483-006	00143572	13001335	AERATOR REPR/INSTALL LAGOONS	06/30/14	238849	59.75- 24,684.21-
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L & ACONTRACTING CO

Sum

00009		21806	00143408	13001360	VARI BRACKETS SOUTH LAGOON	06/30/14	238851	24,684.21- 3,700.00-
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LANCASTER'S MACHINE & WE

Sum

00009	MARTIN & MARTIN AUCTIONE	100010	00143070	13001355	USED GOOSENECK TRAILER SEWER	06/30/14	238860	3,700.00- 4,540.00-
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MARTIN& MARTIN AUCTIONE

Sum

00009	MIKE'S TIRE & WHEEL CO	2174760	00143271	13001318	TIRES U#14691 SEWER DEPT	06/30/14	238871	4,540.00- 574.80-
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00009	MIKE'S TIRE & WHEEL CO	2174932	00143550	13001359	TIRES U#14702 LAGOON	06/30/14	238871	356.50-
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MIKE'STIRE & WHEEL CO

Sum

00009	MS FIRE & SAFETY OF HBUR	39853	00143475	13001327	RECHG EXTINGUISHER WTR OFFICE	06/30/14	238881	931.30- 24.00-
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MS FIRE & SAFETY OF HBUR

Sum

24.00-

Sum

406,800.92-

CITY OF HATTIESBURG - WATER& SEWER FUND

DOCKET OF CLAIMS

Date

- 06/26/14

PERIOD ENDING JUNE 30, 2014

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND							
00011 AMERICAN RED CROSS	WTR OVRPMT R	02014584	13000684	WATER OVERPAYMENT REFUND	06/30/14	238698	824.30-
AMERICAN RED CROSS							
Sum							824.30-
00011 BARNARD, LAUREN	METER DEP RF	02014599	13000694	METER DEP RFD	06/30/14	238710	4.14-
BARNARD, LAUREN							
Sum							4.14-
00011 BARNES, MORGAN E	METER DEP RF	02014599	13000690	METER DEP RFD	06/30/14	238712	35.94-
BARNES, MORGAN E							
Sum							35.94-
00011 BAYLOCK UNDERGROUND (REF	WATER OVRPMT	02014589	13000685	WATER OVRPMT RFD	06/30/14	238714	21.70-
BAYLOCK UNDERGROUND (REF							
Sum							21.70-
00011 BLAKLEY, LAURINDA	METER DEP RF	02014599	13000687	METER DEP RFD	06/30/14	238720	4.06-
BLAKLEY, LAURINDA							
Sum							4.06-
00011 BROWN, RONALD	METER DEP RF	02014599	13000703	METER DEP RFD	06/30/14	238730	35.94-
BROWN, RONALD							
Sum							35.94-
00011	METER DEP RF	02014599	13000693	METER DEP RFD	06/30/14	238733	5.94-
CABANA, CHRISTOPHER							
Sum							5.94-
00011 CAREY, CATLIN	METER DEP RF	02014599	13000695	METER DEP RFD	06/30/14	238738	35.94-
CAREY, CATLIN							
Sum							35.94-
00011 CLOUGH, ARTHUR G	METER DEP RF	02014599	13000698	METER DEP RFD	06/30/14	238747	75.00-
CLOUGH, ARTHUR G							
Sum							75.00-
00011 FAIRLEY, BRIANA T1	METER DEP RF	02014599	13000706	METER DEP RFD	06/30/14	238781	35.94-
FAIRLEY, BRIANA T1							
Sum							35.94-
00011 GEX, GERALD C III	METER DEP RF	02014599	13000699	METER DEP RFD	06/30/14	238800	30.88-

GEX, GERALD C III

Sum

00011	GHOLAR, CASSANDRA	METER DEP RF	02014599	13000697	METER DEP RFD	06/30/14	238801	30.88-
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35.94-

GHOLAR, CASSANDRA

Sum

00011	GRIFFIN, BEVERLY	METER DEP RF	02014599	13000701	METER DEP RFD	06/30/14	238807	35.94-
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30.88-

GRIFFIN, BEVERLY

Sum

00011	HUCH, MARY & DONALD	METER DEP RF	02014599	13000688	METER DEP RFD	06/30/14	238824	30.88-
-------	---------------------	--------------	----------	----------	---------------	----------	--------	--------

.94-

HUCH,MARY & DONALD

Sum

00011	KDC INVESTMENTS LLC #102	METER DEP RF	02014599	13000692	METER DEP RF	06/30/14	238841	.94-
-------	--------------------------	--------------	----------	----------	--------------	----------	--------	------

200.40-

KDC INVESTMENTS LLC #102

Sum

00011	MCSPARRIN, SAMANTHA	METER DEP RF	02014599	13000696	METER DEP RFD	06/30/14	238868	200.40-
-------	---------------------	--------------	----------	----------	---------------	----------	--------	---------

35.94-

MCSPARRIN, SAMANTHA

Sum

00011		METER DEP RF	02014599	13000689	METER DEP RFD	06/30/14	238890	35.94-
-------	--	--------------	----------	----------	---------------	----------	--------	--------

35.94-

NEELY,KAREN

Sum

00011		10201490000	02014593	13000686	WATER COLLECTIONS FEES	06/30/14	238891	35.94-
-------	--	-------------	----------	----------	------------------------	----------	--------	--------

117.49-

NETWORK SERVICES (NSI)

Sum

00011		METER DEP RF	02014599	13000702	METER DEP RFD	06/30/14	238901	117.49-
-------	--	--------------	----------	----------	---------------	----------	--------	---------

75.00-

PARKER, JOSEPH B

Sum

00011		METER DEP RF	02014599	13000704	METER DEP RFD	06/30/14	238904	75.00-
-------	--	--------------	----------	----------	---------------	----------	--------	--------

35.94-

PETRO,WILLIE

Sum

00011		METER DEP RF	02014599	13000705	METER DEP RFD	06/30/14	238931	35.94-
-------	--	--------------	----------	----------	---------------	----------	--------	--------

35.94-

SHOEMAKER PROPERTY103

Sum

00011		METER DEP RF	02014599	13000691	METER DEP RFD	06/30/14	238955	35.94-
-------	--	--------------	----------	----------	---------------	----------	--------	--------

35.94-

ULLENDORF, JANESEA M

Sum

00011	WOOTEN, CHRISTOPHER	METER DEP RF	02014599	13000700	METER DEP RFD	06/30/14	238971	35.94-
-------	---------------------	--------------	----------	----------	---------------	----------	--------	--------

35.94-

Sum

0000 1000 0000 1000 0000 1000 0000 1000 0000 1000 0000 0000 0000

1,786.07-

CITY OF HATTIESBURG - MASS TRANSIT FUND								
DOCKET OF CLAIMS							Date	- 06/26/14
PERIOD ENDING JUNE 30, 2014								
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
MASS TRANSIT FUND								
00073 CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13000355	TRF 2ND 6/14 PAYROLL	06/25/14	18893	27,355.08-	
CITY OF HATTIESBURG FUND								
Sum							27,355.08-	
00073 FEDERAL EXPRESS	2-689-73364(	00143644	13000356	SERV 6/11/14 NELMS	06/30/14	238783	19.22-	
FEDERAL EXPRESS								
Sum							19.22-	
00073 HOME DEPOT	2971969	00142888	13000351	BLDG MAINT SUPPLIES	06/30/14	238821	75.67-	
HOME DEPOT								
Sum							75.67-	
00073 MITCHELL TOOL SALES & SE	90242	00143169	13000349	FUNNEL/TIEWRAPPS MAINT DEPT	06/30/14	238874	61.00-	
MITCHELL TOOL SALES & SE								
Sum							61.00-	
00073 MOBILITY SYSTEMS INC	4604	00143159	13000357	WHEELCHAIR LIFT REPR U#18570	06/30/14	238875	113.00-	
MOBILITY SYSTEMS INC								
Sum							113.00-	
00073 MS POWER COMPANY	6/14 M TRANS	00201418	13000352	MNTHLY ELEC-MASS TRANSIT	06/30/14	238883	1,031.74-	
MS POWER COMPANY								
Sum							1,031.74-	
00073	1689212696	00143168	13000350	OFFICE SUPP	06/30/14	238897	41.41-	
OFFICEDEPOT INC								
Sum							41.41-	
00073 RYAN MOTORS INC	200993	00143361	13000353	SWITCHES U#16760	06/30/14	238925	151.78-	
RYAN MOTORS INC								
Sum							151.78-	
00073 VERIZON WIRELESS	9726671750	00143620	13000354	PARATRANSIT GPS SRV 6/11-7/10	06/30/14	238961	201.41-	
VERIZON WIRELESS								
Sum							201.41-	
Sum							29,050.31-	

CITY OF HATTIESBURG - COMMUNITY CENTERS' FUND

DOCKET OF CLAIMS

Date

- 06/26/14

PERIOD ENDING JUNE 30, 2014

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	22041759	00143665	13000364	SECURITY 7/14 CULTURAL CENTER	06/30/14	238688	107.71-
A D TSECURITY SERVICES/							
Sum							107.71-
00077 BLAKNEY, RENESHIA (REFU	CE ROY CENTE	02014602	13000361	DAMAGE DEPOSIT REFUND	06/30/14	238722	100.00-
BLAKNEY, RENESHIA (REFU							
Sum							100.00-
00077 CARQUEST AUTO PARTS STOR	14758-29174	00143373	13000348	REPR PTS U#11200 COMM CNTRS	06/30/14	238740	46.74-
CARQUEST AUTO PARTS STOR							
Sum							46.74-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 6/14	02014600	13000355	TRF 2ND 6/14 PAYROLL	06/25/14	310052	21,239.31-
CITY OF HATTIESBURG FUND							
Sum							21,239.31-
00077 COURTNEY'S RESTAURANT EQ	8583	00143267	13000345	ICE MACHINE REPR TRAIN DEPOT	06/30/14	238755	631.24-
00077 COURTNEY'S RESTAURANT EQ	8585	00143286	13000352	CLEAN ICE MACHINES VARI CNTRS	06/30/14	238755	864.02-
COURTNEY'S RESTAURANT EQ							
Sum							1,495.26-
00077 DUTTON, MEGAN E (REFUND	CE ROY CENTE	02014609	13000371	DAMAGE DEPOSIT REFUND	06/30/14	238771	200.00-
DUTTON, MEGAN E (REFUND							
Sum							200.00-
00077 ELKINS WHOLESALE INC	209585-01	00142905	13000347	JANIT SUPP COMM CNTRS	06/30/14	238776	240.00-
ELKINSWHOLESALE INC							
Sum							240.00-
00077 G & K SERVICES	1035493869	00143666	13000365	UNIFORMS 5/20 COMM CNTRS	06/30/14	238797	6.81-
00077	1035496036	00143666	13000366	UNIFORMS 5/27 COMM CNTRS	06/30/14	238797	43.56-
00077 G & K SERVICES	1035498204	00143666	13000367	UNIFORMS 6/03 COMM CNTRS	06/30/14	238797	43.56-
00077 G & K SERVICES	1035500375	00143666	13000368	UNIFORMS 6/10 COMM CNTRS	06/30/14	238797	43.56-
00077 G & K SERVICES	1035502543	00143666	13000369	UNIFORMS 6/17 COMM CNTRS	06/30/14	238797	43.56-
00077	1035504722	00143666	13000370	UNIFORMS 6/24 COMM CNTRS	06/30/14	238797	43.56-
G & KSERVICES							
Sum							224.61-
00077 GARNER LUMLEY ELECTRIC S	500889	00143158	13000342	FLAG POLE LIGHT CE ROY CENTER	06/30/14	238798	131.18-
GARNERLUMLEY ELECTRIC S							

Sum								131.18-
00077	GILLILANDS ELECTRONICS S	57513	00143307	13000356	CODE BLUE UNITS TRAIN DEPOT	06/30/14	238803	6,000.00-
GILLILANDS ELECTRONICS S								6,000.00-
Sum								4,750.00-
00077	GROVER'S PAINTING INC	3145	00141170	13000349	PAINT/PLASTER REPR T DEPOT	06/30/14	238808	
GROVER'S PAINTING INC								4,750.00-
Sum								100.00-
00077	HUDDLESTON, FELECIA (REF	SHERRILL CEN	02014602	13000359	DAMAGE DEPOSIT REFUND	06/30/14	238825	
HUDDLESTON, FELECIA (REF								100.00-
Sum								100.00-
00077	LINDSEY, BRIAN (REFUND)	SHERRILL CEN	02014602	13000360	DAMAGE DEPOSIT REFUND	06/30/14	238854	
LINDSEY, BRIAN (REFUND)								100.00-
Sum								98.55-
00077	MCELHANEY PLUMBING INC	221573	00143386	13000346	SUMP PUMP CULTURAL CENTER	06/30/14	238863	
MCELHANEY PLUMBING INC								98.55-
Sum								100.00-
00077	MCMILLAN, ANNIE (REFUND	CE ROY CENTE	02014602	13000363	DAMAGE DEPOSIT REFUND	06/30/14	238865	
MCMILLAN, ANNIE (REFUND								100.00-
Sum								50.00-
00077	MORGAN, SARAH (REFUND)	SHERRILL CEN	02014602	13000357	DAMAGE DEPOSIT REFUND	06/30/14	238877	
00077	MORGAN, SARAH (REFUND)	SHERRILL CEN	02014602	13000358	DAMAGE DEPOSIT REFUND	06/30/14	238877	
MORGAN, SARAH (REFUND)								150.00-
Sum								3,567.63-
00077	MS POWER COMPANY	6/14 COMM CN	00201418	13000351	MNTHLY ELEC-COMM CENTERS	06/30/14	238883	
MS POWER COMPANY								3,567.63-
Sum								1,362.28-
00077	NEEL-SCHAFER INC	1017815 TASK	00137287	13000353	SHERRILL CNTR FOUNDATION REPR	06/30/14	238889	
NEEL-SCHAFER INC								1,362.28-
Sum								99.02-
00077	NEWELL PAPER COMPANY	815811	00143157	13000343	TISSUE/AEROSOL DISPENSERS-REC	06/30/14	238892	
NEWELLPAPER COMPANY								99.02-
Sum								3,297.00-
00077	SMITH, JIM SERVICES	81557	00143201	13000344	A/C REPR U#2 TRAIN DEPOT	06/30/14	238933	
SMITH,JIM SERVICES								3,297.00-
Sum								100.00-
00077	THOMPSON, EMILY (REFUND)	CE ROY CENTE	02014602	13000362	DAMAGE DEPOSIT REFUND	06/30/14	238948	

00077 WAL-MART STORES INC

00142595

LIGHT BULBS COMM CENTERS

06/30/14 238964

296.64-

† 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011

Sum

6/14 COMM CN

13000354

MNTLY GAS-COMM CENTERS

06/30/14 238970

296.64-

32.19-

Sum

32.19-

Sum

43,838.12-

CITY OF HATTIESBURG - INDUSTRIAL PARK DEVELOPMENT
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2014

Date - 06/26/14

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
		-----	-----	-----	-----	-----	-----	-----
INDUSTRIAL PARK DEVELOPMENT								
00087	AREA DEVELOPMENT PARTNER	177 Q/E 6/30	00143605	13000048	CONTRIB Q/E 6/30/14 ECO DEV	06/30/14	238701	62,500.00-
AREA DEVELOPMENT PARTNER								
Sum								62,500.00-
Sum								62,500.00-

CITY OF HATTIESBURG - SPECIAL SALES TAX-T&A
 DOCKET OF CLAIMS
 PERIOD ENDING JUNE 30, 2014

Date - 06/26/14

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	02014587	13000018	FOOD/BEVERAGE TAX 5/14	06/17/14	18887	384,060.90-

H'BURGCONVENTION COMMIS							
Sum							384,060.90-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02014586	13000017	MOTEL SALES TAX 5/14	06/17/14	18886	53,919.28-

H'BURGTOURISM COMMISSIO							
Sum							53,919.28-

Sum							437,980.18-

CITY OF HATTIESBURG - GROUPINSURANCE TRUST FUND
 DOCKET OF CLAIMS
 PERIOD ENDING JUNE 30, 2014

Date - 06/26/14

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
	-----	-----	-----	-----	-----	-----	-----
GROUPINSURANCE TRUST FUND 00109 CITY OF HATTIESBURG FUND	TRF HOLLOWAY	02014596	74	TRF HOLLOWAY,HENRY,DAVIS	06/24/14	310051	42.56-

CITY OF HATTIESBURG FUND Sum							42.56-

Sum							42.56-



City of Hattiesburg, MS

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

Master

File Number: 2014-1230

File ID: 2014-1230

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2014

Brief Title: Annual audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending 9/30/13.

Final Action:

Minute Book Number: MB2014-200

Title:

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2013, from Nicholson & Company, P.A. (on file in the City Clerk's Office).

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg Water & Sewer Audit 9-30-2013

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/08/2014					
1	City Council	07/08/2014					

Text of Legislative File 2014-1230

Title

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2013, from Nicholson & Company, P.A. (on file in the City Clerk's Office).

Summary

Annual audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending 9/30/13.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**FINANCIAL STATEMENTS AND
SUPPLEMENTAL INFORMATION**

Year Ended September 30, 2013

CITY OF HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

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GULFPORT, MISSISSIPPI 39501
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GULFPORT, MISSISSIPPI 39502
TELEPHONE: 228-864-1779
FAX 228-864-3850

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We have audited the accompanying financial statements of the Combined Water and Sewer System of the City of Hattiesburg, Mississippi as of and for the year ended September 30, 2013, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for qualified opinion

As discussed in Note 8 to the financial statements, the City of Hattiesburg, Mississippi has not recorded a liability for other postemployment benefits in the Combined Water and Sewer System and, accordingly, has not recorded an expense for the current period change in that liability. Accounting principles generally accepted in the United States of America require that other postemployment benefits attributable to employee services already rendered be accrued as liabilities and expenses as employees earn the rights to the benefits, which would increase liabilities, reduce the net position and change the expenses. The amount by which this departure would affect the liabilities, net position and expenses is not reasonably determinable.

Qualified Opinion

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinion" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the Combined Water and Sewer System of the City of Hattiesburg, Mississippi as of September 30, 2013, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

The Reporting Entity

As described in Note 1, the financial statements present only the Combined Water and Sewer System and do not purport to, and do not present fairly the financial position of the City of Hattiesburg, Mississippi, as of September 30, 2013, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Change in Accounting Principle

As described in Note 1 to the financial statements, in fiscal year 2013 the City established an accounting policy for estimating an allowance for doubtful water and sewer account balances.

Uncertainties Regarding Wastewater Treatment Facilities

As described in Notes 9 and 10, the City of Hattiesburg's efforts to comply with regulatory requirements applicable to the City's wastewater treatment facilities in conjunction with meeting the Combined Water and Sewer System's existing financial requirements are ongoing. These regulatory requirements follow a specific timeline that requires the implementation of various phases of wastewater system facilities over the next several years. The importance of the City Council and the Administration's ability to address these matters on a timely basis is emphasized in Note 9, where disclosure is made that substantial water and sewer rate increases may be necessary pursuant to funding compliance with these requirements.

Other Matters

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Combined Water and Sewer System of the City of Hattiesburg, Mississippi's financial statements. The individual fund financial statements – budgetary basis are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary information is the responsibility of management and was derived from and relies directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 30, 2014

EXHIBIT A

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2013**

CURRENT ASSETS

Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	1,391,719
Accounts receivable - trade (net of allowance for doubtful accounts of \$1,593,037)	863,666
Grants receivable	758,956
Total current assets	<u>8,688,733</u>

CAPITAL ASSETS

Land	315,243
Construction in progress	13,643,286
Infrastructure, net	83,272,179
Buildings and improvements, net	121,960
Machinery and equipment, net	1,795,567
Total capital assets	<u>99,148,235</u>

<i>Total assets</i>	<u>107,836,968</u>
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DEFERRED OUTFLOWS OF RESOURCES

Prepaid bond insurance	<u>82,485</u>
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CURRENT LIABILITIES

Due to other funds	921,268
Sales tax payable	14,098
Accounts payable - trash hauling	184,379
Accounts payable - other	430,715
Accrued interest payable	194,418
Unamortized bond premium - current	21,175
Revenue bonds - current	1,565,000
General obligation bonds - current	560,000
General obligation note payable - current	375,287
Total current liabilities	<u>4,266,340</u>

See the accompanying notes to financial statements.

EXHIBIT A
PAGE TWO

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2013**

NON-CURRENT LIABILITIES

Revenue bonds	\$ 20,900,000
General obligation bonds	11,635,000
General obligation note payable	1,083,570
Unamortized bond premium	381,150
Customer meter deposits	1,101,326
Total non-current liabilities	<u>35,101,046</u>
<i>Total liabilities</i>	<u>39,367,386</u>

NET POSITION

Net investment in capital assets	62,627,053
Unrestricted	<u>5,925,014</u>
<i>Total net position</i>	<u>\$ 68,552,067</u>

EXHIBIT B

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES

Water charges	\$ 6,897,929
Sewer charges	7,581,870
Sewer connections	15,615
Turn-on fees	69,170
Taps	246,553
Total operating revenues	<u>14,811,137</u>

OPERATING EXPENSES

Personal services	2,308,096
Other services and charges	5,320,682
Supplies and expenses	937,776
Depreciation	1,967,810
Other operating expenses	222,051
Total operating expenses	<u>10,756,415</u>

OPERATING INCOME

4,054,722

NON-OPERATING REVENUES (EXPENSES)

Interest revenue	7,949
Interest expense	(1,421,749)
Other revenues	71,298
Total non-operating revenues (expenses)	<u>(1,342,502)</u>

**INCOME BEFORE CAPITAL CONTRIBUTIONS AND
TRANSFERS**

2,712,220

CAPITAL CONTRIBUTIONS AND TRANSFERS

Intergovernmental capital contributions	3,152,032
Transfers out	(257,475)
Total capital contributions and transfers	<u>2,894,557</u>

CHANGE IN NET POSITION

5,606,777

NET POSITION - beginning

62,831,150

Prior period adjustment

114,140

NET POSITION - beginning, as adjusted

62,945,290

NET POSITION - ending

\$ 68,552,067

See the accompanying notes to financial statements.

EXHIBIT C
PAGE 1 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2013**

CASH FLOWS FROM OPERATING ACTIVITIES:

Receipts from customers	\$ 15,284,357
Payments to suppliers and service providers	(6,006,271)
Payments to employees for salaries and benefits	(2,308,096)
Net cash provided by operating activities	<u>6,969,990</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:

Other cash receipts	71,298
Transfers to other funds	(257,475)
Net cash used by noncapital financing activities	<u>(186,177)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:

Principal payments - bonds	(2,455,000)
Principal payments - notes	(358,805)
Intergovernmental cash receipts	3,265,784
Acquisition and construction of capital assets	(18,489,413)
Proceeds from general obligation bonds	3,000,000
Interest paid on capital debt	(1,340,365)
Net cash used by capital and related financing activities	<u>(16,377,799)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Interest income	7,949
Net cash provided by investing activities	<u>7,949</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (9,586,037)

CASH AND CASH EQUIVALENTS - Beginning 16,652,148

CASH AND CASH EQUIVALENTS - Ending \$ 7,066,111

Displayed on Statement of Net Position as:

Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	1,391,719
	<u><u>\$ 7,066,111</u></u>

EXHIBIT C
PAGE 2 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2013**

***RECONCILIATION OF OPERATING INCOME TO NET
CASH PROVIDED BY OPERATING ACTIVITIES:***

<i>OPERATING INCOME</i>	\$ 4,054,722
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***ADJUSTMENTS TO RECONCILE OPERATING INCOME
TO NET CASH PROVIDED BY OPERATING ACTIVITIES:***

Depreciation expense	1,967,810
Changes in assets and liabilities:	
Decrease in accounts receivable	423,692
Decrease in prepaid insurance - bonds	4,341
Increase in accounts payable - trash hauling	5,595
Increase in accounts payable - other	89,168
Increase in customer meter deposits	48,452
Increase in sales tax payable	1,076
Increase in amount due to governmental funds	375,134
Total adjustments	<u>2,915,268</u>

<i>NET CASH PROVIDED BY OPERATING ACTIVITIES</i>	<u><u>\$ 6,969,990</u></u>
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NOTES TO FINANCIAL STATEMENTS

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting and reporting framework and the more significant accounting policies and practices are discussed in subsequent sections of this Note. The other disclosures are organized to provide explanations of the City of Hattiesburg, Mississippi's Combined Water and Sewer System's financial activities.

Reporting Entity - The City of Hattiesburg, Mississippi's Combined Water and Sewer System (the System) is operated as an enterprise fund. Enterprise fund types are used to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or where the governing body has decided the periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

These financial statements present only the activity of the Combined Water and Sewer System of the City of Hattiesburg, Mississippi, which consists of all funds, organizations, departments and offices that comprise the System and do not include financial data for the City's other funds, departments and offices.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation - The System's financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of the System's interfund activity has been eliminated.

Operating revenues and expenses are distinguished from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the System are charges to customers for sales and services. The System also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the System. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWO
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash and Cash Equivalents - For purposes of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables - Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds", which represents the current portion of interfund loans.

Trade receivables are attributable to customer's unpaid balances at year-end for charges for services. During fiscal year 2013, the City established a policy for estimating the allowance for doubtful water and sewer account balances. The allowance is based upon a 90% factor applied to balances five months and older.

Prepaid Items - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the statement of net position.

Capital Assets - Land, buildings, equipment, and infrastructure assets that are purchased, acquired, or developed are recorded at historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

A capitalization threshold of \$5,000 is used for all capital assets with an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment are depreciated using the straight line method over the following estimated useful lives:

Water and sewer system	25 - 50 years
Buildings and improvements	10 - 39 years
Machinery and equipment	5 - 10 years

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THREE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Deferred Outflows of Resources - In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and is not recognized as an outflow of resources, or expense, until then. The System reports prepaid insurance on the Water and Sewer Revenue Bond as a deferred outflow of resources. Bond insurance paid from debt proceeds as a credit enhancement feature with the bonds is deferred and amortized over the life of the bonds.

Net Position - The System's statement of net position presents financial information on all of the System's assets, liabilities and deferred outflows of resources, with the difference reported as net position. This presentation was implemented during fiscal year 2012 pursuant to GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position*. Net position invested in capital assets, net of related debt consists of capital assets net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets, and adding back any unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through enabling creditors, grantors, or laws or regulations of other governments.

Budgets and Budgetary Accounting - The City follows annual procedures in establishing the System's budgetary data. Each August, the City's Chief Financial Officer (CFO) submits a proposed operating budget for the upcoming fiscal year to the City Council for approval. The operating budgets include proposed revenues and expenses for each fund within the System and are prepared on the cash basis. Prior to September 15th, the budget is legally enacted by the City Council through the passage of an ordinance. The City's CFO is authorized to transfer budgeted amounts within departments within the published expense categories; however, any revisions that alter the total expenses of any fund must be approved by the City Council. Cumulative increases to departmental expenses in excess of 10% must also be published in the local newspaper.

Encumbrance accounting is used for the System's funds. Encumbrances are recorded when purchase orders are issued but are not considered expenditures until liabilities for payments are incurred. Encumbrances do not lapse at the close of the fiscal year but are carried forward. If necessary, subsequent year budgets are amended to cover any prior year encumbrances.

Changes in Accounting Standards - The government implemented GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, in the current year. The provisions of these standards have been incorporated into the financial statements and the related notes.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOUR
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NOTE 2 - PRIOR PERIOD ADJUSTMENTS

A summary of prior period adjustments reflected on the Statement of Revenues, Expenses, and Changes in Fund Net Position is presented below:

<u>Explanation</u>	<u>Amount</u>
To adjust water and sewer capital assets	\$ 1,067,951
To recognize allowance for doubtful accounts	<u>(953,811)</u>
	<u>\$ 114,140</u>

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits - The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the System's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC).

The carrying amount of the System's deposits with financial institutions was \$5,674,392. The corresponding bank balances for these deposits are combined with cash balances of other City funds in pooled accounts. The total of the pooled accounts' bank balance was \$16,905,948, as disclosed in the City's separate Comprehensive Annual Financial Report.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FIVE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 3 - DEPOSITS AND INVESTMENTS (Cont.)

Custodial credit risk - Deposits - Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the government's deposits may not be returned to it. The government does not have a deposit policy for custodial credit risk. As of September 30, 2013, the government's bank balance was not exposed to custodial credit risk.

Cash with fiscal agents - The carrying amount of the System's cash with fiscal agents held by financial institutions was \$1,391,719 and consists of monthly transfers of operating revenues for the next scheduled principal and interest payments of the Mississippi Development Bank Special Obligation Bonds, Series 2006.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SIX
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the System for the year ended September 30, 2013, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirements</u>	<u>Adjustments</u>	<u>Ending Balance</u>
Capital assets not being depreciated:					
Land	\$ 315,243	\$ -	\$ -	\$ -	\$ 315,243
Construction in progress	11,422,350	11,402,559	(9,181,623)	-	13,643,286
Total capital assets not being depreciated	<u>11,737,593</u>	<u>11,402,559</u>	<u>(9,181,623)</u>	<u>-</u>	<u>13,958,529</u>
Capital assets being depreciated:					
Buildings and improvements	321,108	-	-	-	321,108
Machinery and equipment	6,110,960	322,990	-	2,322,833	8,756,783
Infrastructure	84,875,793	15,945,488	-	589,760	101,411,041
Total capital assets being depreciated	<u>91,307,861</u>	<u>16,268,478</u>	<u>-</u>	<u>2,912,593</u>	<u>110,488,932</u>
Less accumulated depreciation for:					
Buildings and improvements	189,390	9,758	-	-	199,148
Machinery and equipment	4,624,222	492,351	-	1,844,642	6,961,215
Infrastructure	16,673,162	1,465,701	-	-	18,138,863
Total accumulated depreciation	<u>21,486,774</u>	<u>1,967,810</u>	<u>-</u>	<u>1,844,642</u>	<u>25,299,226</u>
Total capital assets being depreciated, net	<u>69,821,087</u>	<u>14,300,668</u>	<u>-</u>	<u>1,067,951</u>	<u>85,189,706</u>
Total capital assets, net	<u><u>\$ 81,558,680</u></u>	<u><u>\$ 25,703,227</u></u>	<u><u>\$ (9,181,623)</u></u>	<u><u>\$ 1,067,951</u></u>	<u><u>\$ 99,148,235</u></u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 5 - INTERFUND PAYABLES AND TRANSFERS

Balances due from the System to other City funds at September 30, 2013, consist of the following:

\$ 15,474	Due to the City's General Fund for reimbursements of oil and gas expenses.
40,894	Due to the City's General Fund for System debt payments.
64,900	Due to the City's Group Insurance Fund for projected future claims
200,000	Due to the City's General Fund for administrative support.
600,000	Due to the City's General Fund for an interfund loan to the Water and Sewer Bond Construction Fund.
<u>\$ 921,268</u>	Total Due to Other Funds

The outstanding balances between funds result mainly from the time lag between the dates that goods and services are provided or reimbursable expenses occur. These balances are expected to be paid within one year.

Interfund transfers made from the System to other City funds for the year ended September 30, 2013, is as follows:

<u>\$ 257,475</u>	Transferred to the City's General Fund for System debt payments.
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NOTE 6 - LONG-TERM LIABILITIES

General Obligation Bonds and Notes

The City Council issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and notes are direct obligations and pledge the full faith and credit of the City and have been issued for the System. Notes are generally issued with a five-year maturity. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 10 to 20 years. General obligation bonds and notes outstanding for the System at September 30, 2013 are as follows:

(See Table on Next Page)

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE EIGHT
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

General Obligation Bonds and Notes	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/13
Public Improvements	2009	\$ 7,500,000	3.00 - 3.80%	2024	\$ 5,955,000
Public Improvements	2010	3,600,000	2.60 - 3.70%	2030	3,240,000
Public Improvements	2013	3,000,000	1.38%	2018	<u>3,000,000</u>
					<u><u>\$ 12,195,000</u></u>

Revenue Bonds

The City Council issues revenue bonds to provide funds for the acquisition and construction of System infrastructure and related improvements. These bonds are secured by System operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important net revenue calculation and parity debt requirements. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 15 to 20 years. Revenue bonds outstanding at September 30, 2013 are as follows:

Revenue Bonds	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/13
W&S Refunding Bonds	2006	\$ 17,000,000	4.00 - 5.00%	2021	\$ 10,440,000
W&S Revenue Project	2012	12,500,000	2.50 - 5.00%	2032	<u>12,025,000</u>
					<u><u>\$ 22,465,000</u></u>

State Revolving Loan Fund (SRF) Notes

In addition to revenue bonds, the City Council has utilized the State Revolving Loan Fund (SRF) program to provide funds for qualified sewer system projects pursuant to the State of Mississippi's SRF program. Monthly principal and interest payments for the repayment of these notes is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from monthly operating sewer system revenues as authorized by the City's budget document. The SRF notes outstanding at September 30, 2013 are as follows:

(See Table on Next Page)

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE NINE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

<u>State Revolving Loan Funds</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/2013</u>
SRF #1	1987	\$ 2,191,243	4.50%	2016	\$ 457,461
SRF #2	1987	2,165,672	4.50%	2017	537,064
SRF #3	1989	1,268,863	4.50%	2019	464,332
					<u>\$ 1,458,857</u>

Changes in Long-Term Liabilities

Changes in the System's long-term liabilities for the year ended September 30, 2013, is as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
General obligation bonds and notes	\$ 9,730,000	\$ 3,000,000	\$ (535,000)	\$ 12,195,000	\$ 560,000
Revenue bonds	24,385,000	-	(1,920,000)	22,465,000	1,565,000
State revolving loan funds	1,817,662	-	(358,805)	1,458,857	375,287
Premium on bonds	423,500	-	(21,175)	402,325	21,175
Total long-term liabilities	<u>\$ 36,356,162</u>	<u>\$ 3,000,000</u>	<u>\$ (2,834,980)</u>	<u>\$ 36,521,182</u>	<u>\$ 2,521,462</u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - LONG-TERM DEBT (Cont.)

The debt service requirements for the System's bonds and notes are as follows:

Year ending September 30,	G.O. Bonds and Notes		State Revolving Fund Notes	
	Principal	Interest	Principal	Interest
2014	\$ 1,133,455	\$ 332,054	\$ 375,287	\$ 57,971
2015	1,171,430	304,942	392,528	40,730
2016	1,214,700	277,400	396,589	22,698
2017	1,253,270	249,878	173,771	8,763
2018	1,297,145	221,306	96,001	3,467
2019-2023	3,825,000	730,142	24,681	185
2024-2028	1,780,000	301,740	-	-
2029-2030	520,000	25,384	-	-
Total	\$ 12,195,000	\$ 2,442,846	\$ 1,458,857	\$ 133,814

Year ending September 30,	Revenue Bonds		Total Bonds and Notes	
	Principal	Interest	Principal	Interest
2014	\$ 1,565,000	\$ 862,800	\$ 3,073,742	\$ 1,252,825
2015	1,640,000	789,863	3,203,958	1,135,535
2016	1,715,000	707,363	3,326,289	1,007,461
2017	1,790,000	635,813	3,217,041	894,454
2018	1,865,000	564,894	3,258,146	789,667
2019-2023	7,260,000	1,744,594	11,109,681	2,474,921
2024-2028	3,435,000	848,731	5,215,000	1,150,471
2029-2032	3,195,000	226,341	3,715,000	251,725
Total	\$ 22,465,000	\$ 6,380,399	\$ 36,118,857	\$ 8,957,059

During the year ended September 30, 2013, interest expense paid for the System's long-term liabilities totaled \$1,421,749.

NOTE 7 - COMMITMENTS

At September 30, 2013, the outstanding balance attributable to the City's Water and Sewer System included the USA Yeast Pretreatment Facility (\$2,463,090) and the balances on various other water and sewer projects totaling \$2,267,766.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE ELEVEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 8 - OTHER POSTEMPLOYMENT BENEFITS

The City's health insurance plan allows for retirees to obtain health insurance by participating in the City's health insurance plan. The City does not issue a publicly available financial report for the health insurance plan. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, the City has a postemployment healthcare benefit reportable under GASB Statement 45 as a single employer defined benefit health care plan. However, the City has not recorded a liability for other postemployment benefits nor has the City reported note disclosures which are required by accounting principles generally accepted in the United States of America.

NOTE 9 - CONTINGENCIES

Compliance with Amended Order No. 6034 11 - In February 2012, the City and the Mississippi Commission on Environmental Quality (Complainant) executed Amended Agreed Order No. 6034 11. Contained in the provisions of this Order is the requirement that the City must decide upon a wastewater engineering solution for "Phase II" effluent limit compliance by May 31, 2013, and must complete all necessary design work for the project on or before October 31, 2014. Additionally, the City has agreed to submit a copy of the Notice to Proceed for construction on or before January 31, 2015, and the project is required to have been completed on or before February 28, 2017 with the City filing with the Complainant a certification of completion of construction within 10 days of completion. This order specifies that if the City fails to demonstrate compliance with the "Phase II" permit effluent limitations by the deadline of May 31, 2017, the City will be required to pay a penalty of \$100 per day until compliance has been demonstrated in accordance with the provisions of National Pollutant Discharge Elimination System (NPDES) Permit No. MS0020303.

The City is currently in the process of reviewing all water and sewer procedures and agreements that might significantly impact future revenues, including existing contracts. In addition to these measures, extensive rate increases are anticipated in order to meet all applicable financial, contractual and regulatory requirements, including compliance with provisions contained in water and sewer bond documents. The governing authorities of the City have demonstrated their willingness in recent years to implement moderate water and sewer rate increases that were necessary in order to fund increases to operating expenses and debt service requirements. The more substantial rate increases that were addressed in 2014 proved to be deeply divisive. The ability of the City Council and the Administration to reconcile their various concerns with the future financial requirements of a wastewater treatment facility that meets regulatory requirements will be a matter of profound importance to the viability of the City's water and sewer system.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWELVE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 9 - CONTINGENCIES (Cont.)

Litigation - On March 2, 2012, Gulf Restoration Network (GRN) filed a citizen enforcement suit under the Clean Water Act against the City in an action styled and numbered GRN v. City of Hattiesburg, Civil Action No. 2:12cv36-KS-JMR, on the docket of the United States District Court for the Southern District of Mississippi. The suit alleges that the City has discharged wastewater from its two wastewater facilities, commonly known as the North Lagoon and the South Lagoon, into the Bowie and Leaf River that violates various constituent limits contained in the City's NPDES permits. The suit seeks the imposition of civil penalties for alleged past and ongoing permit violations, as well as injunctive relief requiring the City to come to immediate compliance with NPDES permits. The City has filed an Answer to the suit denying liability. The case is set for a bench trial beginning on October 6, 2014. The City intends to vigorously defend against GRN's claims. Legal counsel has not concluded that the likelihood of an unfavorable outcome is either "probable" or "remote" and has not expressed an opinion as to the likely outcome of this matter. Additionally, legal counsel "does not estimate the amount or range of potential loss" in such matter set forth above that could result if the outcome should be unfavorable to the City.

The City is party to a lawsuit with the City of Petal over proposed rate increases for the acceptance and treatment of Petal's wastewater. The matter is ongoing and has not been settled. The City of Petal continues to remit monthly payments based upon a prior treatment rate based upon current treatment volumes. The amounts owed to the City for the City of Petal's wastewater treatment that will ultimately be paid is not readily determinable and has not been recorded in these financial statements.

The City is party to various other legal proceedings which normally occur in governmental operations. While the City cannot predict the results of any litigation, legal counsel for the City of Hattiesburg believes that it has meritorious defenses for those actions, proceedings and claims, or they are without merit or are of such kind, or involve such amounts, that unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the City of Hattiesburg, Mississippi.

NOTE 10 - SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2013 through June 30, 2014, as that date is the date the audited financial statements were available to be issued.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THIRTEEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - SUBSEQUENT EVENTS (Cont.)

Wastewater Treatment Agreement - On January 21, 2014, the City executed an agreement for the treatment of wastewater with Groundworx, LLC. This agreement cited Mississippi House Bill No. 1529 that authorized the City to contract with private parties for the disposal and/or treatment of wastewater, and under the terms of the executed agreement, the Groundworx will design, construct, own, operate, and maintain a land treatment system and related facilities for collecting, receiving, storing, transporting, treating and/or disposing of the City's wastewater. Pursuant to this agreement, it was anticipated that the City would adopt and maintain in effect a comprehensive sewer use ordinance that is compatible and in conformity with the EPA, MDEQ, and any other governmental body having legal authority to set such standards and restrictions for publicly owned treatment works of similar size and character, and the agreement noted that this ordinance is subject to periodic reviews and revisions, if necessary.

The guaranteed maximum price for the construction and development of this system is \$137,100,000. When the treatment system becomes operational, the projected annual treatment system budget is projected to approximate \$16.6 million, including a debt service component of approximately \$10 million that is based upon Groundworx's projected annual debt service requirements for the anticipated \$141,125,000 Series 2014 Taxable Revenue Bonds. These bonds were projected to be amortized at an average coupon rate approximating 5.50% over a thirty year period, with the final payments due in fiscal year 2044. During the system's planned two year construction phase, the City's required payments were to have been limited to funding the interest portion of the Series 2014 Taxable Revenue Bonds, projected to approximate \$3.8 million payable at six month intervals for the two year period beginning in late 2014.

On February 18, 2014, the City Council adopted a revised sewer rate structure that was calculated to fund these projected interest payments with incremental increases to sewer charges that were previously set at 100% of water billings. The City's adopted water rates established for September, 2014 – 2017 were \$11.03/1,000 gallons (2014), \$12.13/1,000 gallons (2015), \$13.34/1,000 gallons (2016), and \$14.01/1,000 gallons (2017). Corresponding sewer rates were set at 100% of water rates for these annual adjustments. With the February, 2014 amendments to the rate ordinances, these rates were projected to be set at \$26.69/1,000 gallons, or 220% of water rate (2015), \$27.35/1,000 gallons, or 205% of water rate (2016), and \$32.64, or 233% of water rate (2017).

Additionally at the February 18, 2014 meeting, the City Council amended the water and sewer ordinance that contained the City's water system cut-off policy in order to set a 45 day provision for the cut-off of water due to the delinquent status of billings.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOURTEEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - SUBSEQUENT EVENTS (Cont.)

The above described rate increases were subsequently vetoed by the Mayor based upon his desire to pursue a local option sales tax to supplement user fees to fund waste water treatment expenses. In March, 2014 an effort was made to introduce legislation that would impose an additional 1% local sales tax in order to provide supplemental funding for infrastructure improvements, including sewer treatment facilities, but this proposed local and private bill was never brought up for a vote during the 2014 State of Mississippi legislative session.

On June 19, 2014, Groundworx, LLC filed a civil suit in Forrest County Chancery Court alleging breach of contract by the City regarding the creation of a revenue stream to retire the expected debt to be incurred by Groundworx in conjunction with the above-noted contract. The suit is seeking an injunction to enjoin the City from terminating the contract and asks for compensatory damages to cover costs and expenses already incurred by the Groundworx, LLC.

A July 15, 2014 evidentiary hearing date has been set for the Mississippi Department of Environmental Quality to review the application process followed by Groundworx in obtaining their permit to dispose of the City's waste water. Three citizens, including a member of the City Council, have requested this review, citing problems with the permitting process.

Issuance of Water and Sewer Revenue Bonds - In December 2013, the City issued \$28,000,000 in Water and Sewer Revenue Bonds (Mississippi Development Bank Special Obligation Bonds, Series 2013) for the purposes of refunding the City's General Obligation Note, Series 2013 (\$3,000,000) and providing for the funding for repairing, improving, and extending the water and sewer system. These bonds are to be amortized over a 25 year period with semi-annual interest and annual principal payments, with the first principal payment due December 1, 2014 and the final payment due December 1, 2038. The average total annual debt service payment amount is \$1,993,945, the average life of the bonds is 17.586 years, and the average coupon rate on these bonds is approximately 4.44%.

Litigation - On June 25, 2014, the Arbitrator of the Precision Construction, LLC vs. City of Hattiesburg litigation ruled that the City materially breached a 592 Program Sewer Rehabilitation contract held with Precision Construction. As a result of this ruling, Precision Construction is entitled to payment for work performed and to lost profits in the total amount of \$843,930. As of the report date, the Arbitrator has not determined the extent of legal fees that may be owed by the City as a result of this litigation.

SUPPLEMENTARY INFORMATION

WATER AND SEWER FUND

SCHEDULE 1

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER FUND
BALANCE SHEET - BUDGETARY BASIS,
MODIFIED FOR CAPITAL ASSETS AND LONG-TERM DEBT
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 2,712,012
Total current assets	<u>2,712,012</u>

CAPITAL ASSETS

Water distribution	43,862,906
Sanitary sewer system	57,548,133
Communication equipment	355,819
Motor vehicles	2,677,586
Office equipment	109,521
Other equipment	5,613,857
Improvements	<u>321,108</u>
	110,488,930
Less: Accumulated depreciation	<u>(25,299,224)</u>
	85,189,706
Land	315,243
Construction in progress	<u>13,643,288</u>
Total capital assets	<u>99,148,237</u>

DEFERRED TO FUTURE REVENUES

Amount to be provided in future years for retirement of indebtedness	<u>1,458,856</u>
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<i>Total assets</i>	<u><u>\$ 103,319,105</u></u>
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Sales tax payable	\$ 14,095
Accounts payable - trash hauling	184,027
Due to other funds	1,249,721
Current maturities of long-term debt	<u>375,287</u>
Total current liabilities	<u>1,823,130</u>

LONG-TERM LIABILITIES

Customer meter deposits	1,101,326
Long-term debt	<u>1,083,570</u>
Total long-term liabilities	<u>2,184,896</u>

<i>Total liabilities</i>	<u>4,008,026</u>
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RETAINED EARNINGS

Appropriated	162,842
Investment in land, buildings and equipment	<u>99,148,237</u>
Total retained earnings	<u>99,311,079</u>

<i>Total liabilities and retained earnings</i>	<u><u>\$ 103,319,105</u></u>
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SCHEDULE 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS,
MODIFIED FOR CAPITAL ASSETS AND LONG-TERM DEBT
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES

Water charges	\$ 6,820,830
Sewer charges	7,469,925
Sewer connections	15,615
Turn-on fees	69,170
Taps	246,553
Total operating revenues	<u>14,622,093</u>

OPERATING EXPENSES

Other services and charges	15,783
Depreciation expense	1,967,810
Total operating expenses	<u>1,983,593</u>

OPERATING INCOME

12,638,500

NON-OPERATING REVENUES (EXPENSES)

Interest revenue	2,252
Interest expense	(74,454)
Other revenue	1,900
Debt principal payments	(358,804)
Total non-operating revenues (expenses)	<u>(429,106)</u>

INCOME BEFORE OPERATING TRANSFERS

12,209,394

OPERATING TRANSFERS

Operating transfers in	18,489,413
Operating transfers out	(14,197,950)
Total operating transfers	<u>4,291,463</u>

NET INCOME

16,500,857

RETAINED EARNINGS, beginning

81,742,271

Prior period adjustment

1,067,951

RETAINED EARNINGS, beginning, as adjusted

82,810,222

RETAINED EARNINGS, end of year

\$ 99,311,079

OPERATION AND MAINTENANCE FUND

SCHEDULE 3

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**OPERATION AND MAINTENANCE FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	756,558
Due from other funds		<u>664,358</u>

<i>Total assets</i>	\$	<u>1,420,916</u>
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Accounts payable	\$	17,302
Total current liabilities		<u>17,302</u>

RETAINED EARNINGS

		<u>1,403,614</u>
<i>Total liabilities and retained earnings</i>	\$	<u>1,420,916</u>

SCHEDULE 4

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**OPERATION AND MAINTENANCE FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Personal services	2,243,189
Supplies and expenses	3,854,850
Other services and charges	909,752
Capital outlays	<u>353,354</u>
Total operating expenses	<u>7,361,145</u>
OPERATING LOSS	<u>(7,361,145)</u>
NON-OPERATING REVENUES	
Interest revenue	2,656
Other revenue	<u>29,405</u>
Total non-operating revenues	<u>32,061</u>
LOSS BEFORE OPERATING TRANSFERS	(7,329,084)
OPERATING TRANSFERS	
Operating transfers in	<u>7,972,296</u>
Total operating transfers	<u>7,972,296</u>
NET INCOME	643,212
RETAINED EARNINGS, beginning of year	<u>760,402</u>
RETAINED EARNINGS, end of year	<u><u>\$ 1,403,614</u></u>

SCHEDULE 5

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**OPERATION AND MAINTENANCE FUND
SCHEDULE OF EXPENSES
YEAR ENDED SEPTEMBER 30, 2013**

	Personal Services	Supplies and Expenses	Other Services and Charges	Capital Outlays	Total
Office	\$ 329,903	\$ 30,013	\$ 91,669	\$ 25,822	\$ 477,407
Transmission	615,761	175,967	416,539	10,726	1,218,993
Plant	533,550	119,596	871,688	8,320	1,533,154
Sewer	554,213	294,404	1,224,167	304,840	2,377,624
Sewer lagoon	209,769	289,772	1,250,780	3,646	1,753,967
Total expenses	\$ 2,243,196	\$ 909,752	\$ 3,854,843	\$ 353,354	\$ 7,361,145

WATER AND SEWER CONSTRUCTION FUND

SCHEDULE 6

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER CONSTRUCTION FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	1,313,490
Due from other funds		<u>11,598</u>

<i>Total assets</i>	\$	<u>1,325,088</u>
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LIABILITIES AND RETAINED EARNINGS

LIABILITIES

Accounts payable	\$	11,240
<i>Total liabilities</i>		<u>11,240</u>

RETAINED EARNINGS

<i>Total liabilities and retained earnings</i>	\$	<u>1,325,088</u>
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SCHEDULE 7

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Other services and charges	453,443
Capital outlays	<u>10,737,611</u>
Total operating expenses	<u>11,191,054</u>
OPERATING LOSS	<u>(11,191,054)</u>
NON-OPERATING REVENUES	
Interest revenue	1,810
Rents	65,003
Proceeds from general obligation note	3,000,000
Intergovernmental revenues	<u>2,484,331</u>
Total non-operating revenues	<u>5,551,144</u>
LOSS BEFORE OPERATING TRANSFERS	<u>(5,639,910)</u>
OPERATING TRANSFERS	
Operating transfers in	<u>1,973,719</u>
Total operating transfers	<u>1,973,719</u>
NET LOSS	(3,666,191)
RETAINED EARNINGS, beginning of year	<u>4,980,039</u>
RETAINED EARNINGS, end of year	<u><u>\$ 1,313,848</u></u>

BOND AND INTEREST FUND

SCHEDULE 8

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**BOND AND INTEREST FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 1,146,869
Cash with fiscal agent	598,974
Prepaid insurance - bonds	82,485
Due from other funds	307,038
Total current assets	<u>2,135,366</u>

DEFERRED TO FUTURE REVENUES

Amount to be provided in future years for retirement of indebtedness	<u>34,660,000</u>
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<i>Total assets</i>	<u>\$ 36,795,366</u>
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Current maturities of long-term debt	\$ 2,070,000
Total current liabilities	<u>2,070,000</u>

LONG-TERM LIABILITIES

Bonds payable, less current portion	<u>32,992,325</u>
Total liabilities	<u>35,062,325</u>

RETAINED EARNINGS

	<u>1,733,041</u>
<i>Total liabilities and retained earnings</i>	<u>\$ 36,795,366</u>

SCHEDULE 9

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**BOND AND INTEREST FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	<u>-</u>
NON-OPERATING REVENUES (EXPENSES)	
Interest revenue	697
Interest expense	(1,193,140)
Amortization of prepaid insurance	(4,341)
Bonds redeemed	<u>(2,070,000)</u>
Total non-operating revenues (expenses)	<u>(3,266,784)</u>
LOSS BEFORE OPERATING TRANSFERS	<u>(3,266,784)</u>
OPERATING TRANSFERS	
Operating transfers in	<u>3,684,460</u>
Total operating transfers	<u>3,684,460</u>
NET INCOME	417,676
RETAINED EARNINGS, beginning of year	<u>1,315,365</u>
RETAINED EARNINGS, end of year	<u>\$ 1,733,041</u>

USA YEAST BOND AND INTEREST FUND

SCHEDULE 10

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**USA YEAST BOND AND INTEREST FUND
BALANCE SHEET- BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	18,082
Due from other funds		25,833
Total current assets		<u>43,915</u>

<i>Total assets</i>	\$	<u>43,915</u>
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LIABILITIES AND RETAINED EARNINGS

<i>LIABILITIES</i>	\$	<u>-</u>
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<i>RETAINED EARNINGS</i>		<u>43,915</u>
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<i>Total liabilities and retained earnings</i>	\$	<u>43,915</u>
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SCHEDULE 11

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**USA YEAST BOND AND INTEREST FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	<u>-</u>
NON-OPERATING REVENUES (EXPENSES)	
Interest revenue	174
Bonds redeemed	(385,000)
Interest expense	<u>(23,100)</u>
Total non-operating revenues (expenses)	<u>(407,926)</u>
LOSS BEFORE OPERATING TRANSFERS	<u>(407,926)</u>
OPERATING TRANSFERS	
Operating transfers in	<u>310,000</u>
Total operating transfers	<u>310,000</u>
NET LOSS	(97,926)
RETAINED EARNINGS, beginning of year	<u>141,841</u>
RETAINED EARNINGS, end of year	<u><u>\$ 43,915</u></u>

2012 WATER AND SEWER CONSTRUCTION FUND

SCHEDULE 12

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2012 WATER AND SEWER CONSTRUCTION FUND
BALANCE SHEET- BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash with fiscal agent

\$ 789,168

Total assets

\$ 789,168

LIABILITIES AND RETAINED EARNINGS

LIABILITIES

\$ -

RETAINED EARNINGS

789,168

Total liabilities and retained earnings

\$ 789,168

SCHEDULE 13

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2012 WATER AND SEWER CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Capital outlay	<u>7,206,664</u>
Total operating expenses	<u>7,206,664</u>
OPERATING LOSS	<u>(7,206,664)</u>
NON-OPERATING REVENUES	
Interest revenue	<u>544</u>
Total non-operating revenues	<u>544</u>
NET LOSS	(7,206,120)
RETAINED EARNINGS, beginning of year	<u>7,995,288</u>
RETAINED EARNINGS, end of year	<u><u>\$ 789,168</u></u>

***2009 WATER AND SEWER
GENERAL OBLIGATION BOND CONSTRUCTION FUND***

SCHEDULE 14

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2009 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents

\$ 33,869

Total assets

\$ 33,869

LIABILITIES AND RETAINED EARNINGS

LIABILITIES

\$ -

RETAINED EARNINGS

33,869

Total liabilities and retained earnings

\$ 33,869

SCHEDULE 15

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2009 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Other services and charges	10,500
Capital outlay	<u>5,395</u>
Total operating expenses	<u>15,895</u>
OPERATING LOSS	<u>(15,895)</u>
NON-OPERATING REVENUES	
Interest revenue	<u>47</u>
Total non-operating revenues	<u>47</u>
NET LOSS	(15,848)
RETAINED EARNINGS, beginning of year	<u>49,717</u>
RETAINED EARNINGS, end of year	<u>\$ 33,869</u>

***2010 WATER AND SEWER
GENERAL OBLIGATION BOND CONSTRUCTION FUND***

SCHEDULE 16

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2010 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash with fiscal agent	\$ 359,361
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<i>Total assets</i>	\$ 359,361
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Due to other funds	\$ 600,000
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Total current liabilities	600,000
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<i>Total liabilities</i>	600,000
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<i>RETAINED EARNINGS</i>	(240,639)
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<i>Total liabilities and retained earnings</i>	\$ 359,361
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SCHEDULE 17

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2010 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Capital outlay	<u>841,227</u>
Total operating expenses	<u>841,227</u>
OPERATING LOSS	<u>(841,227)</u>
NON-OPERATING REVENUES	
Intergovernmental	781,453
Interest revenue	<u>427</u>
Total non-operating revenues	<u>781,880</u>
LOSS BEFORE OTHER SOURCES (USES)	<u>(59,347)</u>
NET INCOME	(59,347)
RETAINED EARNINGS, beginning of year	<u>(181,292)</u>
RETAINED EARNINGS, end of year	<u>\$ (240,639)</u>



City of Hattiesburg, MS

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

Master

File Number: 2014-1231

File ID: 2014-1231

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2014

Brief Title: Annual audit of the City of Hattiesburg for the fiscal year ending September 30, 2013.

Final Action:

Minute Book Number: MB2014-200

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Final City of Hattiesburg MS YE 9-30-2013 Audit, Nicholson & company letter to Council, 2013 Audit Findings, Nicholson & Company letter to Council, 2013 Audit, Significant Deficiencies

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/08/2014					
1	City Council	07/08/2014					

Text of Legislative File 2014-1231

Title

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

Summary

Annual audit of the City of Hattiesburg for the fiscal year ending September 30, 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG, MISSISSIPPI
COMPREHENSIVE ANNUAL FINANCIAL REPORT
Year Ended September 30, 2013

CITY OF HATTIESBURG, MISSISSIPPI

COMPREHENSIVE ANNUAL FINANCIAL REPORT YEAR ENDED SEPTEMBER 30, 2013

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CITY OF HATTIESBURG, MISSISSIPPI

COMPREHENSIVE ANNUAL FINANCIAL REPORT YEAR ENDED SEPTEMBER 30, 2013

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CITY OF HATTIESBURG, MISSISSIPPI

COMPREHENSIVE ANNUAL FINANCIAL REPORT YEAR ENDED SEPTEMBER 30, 2013

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CITY OF HATTIESBURG, MISSISSIPPI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2013**

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INTRODUCTORY SECTION
(UNAUDITED)



Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

March 26, 2014

To the Honorable Mayor, Members of the City Council, and
Citizens of the City of Hattiesburg

The Department of Administration is pleased to submit the Comprehensive Annual Financial Report (CAFR) of the City of Hattiesburg, Mississippi, prepared in accordance with accounting principles generally accepted in the United States of America for the fiscal year ended September 30, 2013. These accompanying financial statements are prepared and presented in conformity with GASB Statement No 34 – *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*. The format, which includes Government-wide and Major Fund presentations, provides citizens, investors and creditors, grantor agencies, and other interested parties with reliable financial information about the City. Management assumes full responsibility for the completeness and reliability of the information contained in this report, and we believe the report is accurate in all material respects.

The Comprehensive Annual Financial Report includes the following: this transmittal letter, the financial section consisting of Management's Discussion and Analysis, the basic financial statements (government-wide and fund statements), notes to the financial statements, combining and individual fund financial statements and schedules and the independent auditors' report on the financial statement schedules, and a statistical section consisting of several tables of unaudited data describing the financial history of the City, as well as other miscellaneous statistics, presented on a multi-year basis.

Profile of Government

The City of Hattiesburg has a land area of 55.4 square miles and is located strategically in the southeast section of Mississippi. It has historically been designated as the "Hub City," since its location is within a 100-mile radius of Jackson, Mississippi, New Orleans, Louisiana, Mobile, Alabama, and the Mississippi Gulf Coast. Because of its location, it is a regional center of trade, medical services, and educational and industrial activity. The City operates under the Mayor/Council form of government. The policy-making and legislative authority, as well as budgetary responsibilities, are vested with the five-member City Council, each of whom is elected from one of the five wards into which the City is divided. The Mayor is responsible for the day-to-day operations of City government, and much of his work is accomplished through the delegation of duties to his department directors and chiefs, who are appointed by the Mayor and approved by the City Council. All elected officials serve four-year terms.

Services provided include police and fire protection, water and sewer services, construction and maintenance of streets and infrastructure, sanitation, parks and recreation, planning and zoning, and general administrative functions.

Current Economic Conditions

Hattiesburg ended the fiscal year with a 4.8% increase in sales tax revenue for fiscal year 2013. There was a 6% decrease in the ending cash balance of the General Fund. In a continuing effort to raise the base starting pay for City employees, the hourly rates of pay were increased fifty cents per hour for those employees earning less than \$10.00 per hour. This accomplished the objective of raising the base starting rate to \$9.00 per hour. Additional efforts to increase pay rates for City employees will be reviewed during the upcoming fiscal year.

Property valuations increased from the prior year, another indicator of improvement in the local economy. Property tax revenue increased as a result by 6.5%.

Hattiesburg's diverse economic base continues to minimize the impact of a cyclical economy. Many of the industrial, medical, and educational facilities represent the largest employers, as well as having the largest tax base, and the list of those entities has remained virtually unchanged for a number of years, as noted in the supplementary information contained in this audit.

Future Economic Outlook

The Midtown District plan is continuing to progress and it has expanded to include another district to the west, called the Midtown Market. The plans include revitalization of the shopping center on Hardy Street at 38th Avenue. The Twin Forks Rising development is also continuing to progress and is still in the design phase.

Downtown Hattiesburg revitalization efforts are continuing at a steady pace, with the completed renovations of the Carter and America buildings. Residential space was opened to tenants in late summer 2013, and tenants for ground-floor retail space are being recruited. Plans are underway for improvements to the land alongside Gordon's Creek downtown, to create walking paths and footbridges crossing the creek. It is anticipated to increase walkability in the area and connectivity to the downtown area from the universities.

Tax increment financing projects have been discussed and approved for projects in south Hattiesburg. Phase II of the Southern Pointe TIF area is now complete, and bonds are anticipated to be issued during FY 2014 to repay infrastructure development costs. Construction on the Whispering Pines Retirement area is continuing.

City officials continue to meet with attorneys and engineers to address concerns for the City's lagoon system. A request for proposals for a land application sewer treatment system was issued, and negotiations with Groundworx were authorized in June 2013. The City's efforts to meet all waste water treatment system regulatory requirements are ongoing.

Financial and Budgetary Information

The City maintains budgetary controls to ensure compliance with legal provisions specified by state statute. Activities of the City are included in budget appropriations approved by the City Council. The legal level of budgetary control is established by major expenditure classification and approved by the Council. Adjustments within a classification may be approved by the Department Director.

The Mayor and Council have established the goal and desire to maintain an ending cash balance in the General Fund of \$4 million to cover operating costs and unanticipated emergencies in the months prior to receipt of property tax revenues. While this was not possible in 2008 and 2009 due to the recession, the City has been able to reach this goal since 2011. Improving economic conditions and continued careful management of budgeted funds has enabled the city to reach and maintain this goal.

Water and sewer projects funded with the \$12.5 million revenue bonds issued in 2012 are nearly complete, and engineering designs are underway for Phase II of the water and sewer improvements. It is anticipated that bonds for Phase II will be sold in late 2013, for an estimated \$28 million. The increased cost of Phase II improvements will include repaving of streets impacted by the water and sewer work.

Enterprise Funds

Hattiesburg's enterprise operation is the Water and Sewer Fund. All revenues and costs associated with delivering potable water to the City's residential and commercial customers and treatment of residential and industrial waste are reported in this group of funds. Financial statements for this operation are contained in this report.

Debt Administration

The City maintains the Municipal Bond and Interest Fund to retire debt associated with general obligation bonds. The funding source comes from levy and collection of ad valorem property taxes. Mississippi law limits the amount of general obligation debt a municipality may issue to 15% of total assessed value. As of September 30, 2013, the City's remaining margin for further debt issuance stands at \$45,646,176. Upon issuance of the City's latest general obligation bonds in 2010, Moody's bond rating service issued an Aa3 rating. Moody's issues a rating each time a bond issue is sold, and the most recent revenue bond issue, the 2012 Water and Sewer Bonds, was awarded an A1 rating. This is one step below the rating given for the 2010 general obligation bonds, and this is a typical procedure for Moody's, as there is more risk to the investor with a revenue issue. Nevertheless, this is considered to be an excellent rating for a municipality.

Risk Management

The City is self-insured for group health insurance, and is a member of the Municipal Workers Compensation Group and the Municipal Liability Plan, a self-insured plan for member municipalities across the State of Mississippi. The City has a Risk Manager who monitors safety procedures with departments and reviews and reports all accidents and claims to the self-insured group administrators.

Independent Auditors

The City's financial statements have been audited by Nicholson and Company, PLLC, Certified Public Accountants, a firm of licensed certified public accountants. The independent audit of the financial statements was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and

compliance with legal requirements, with special emphasis on internal controls and compliance with legal requirements involving the administration of federal awards. The independent auditor's report is located at the front of the financial section of this report, and the single audit reports are presented in the single audit section of this report.

Acknowledgments

The preparation of this report was made possible with the assistance of the dedicated staff of the Accounting Division of the Department of Administration. Appreciation is also extended to other City departments for their cooperation in providing information for preparation of this report.

Sincerely,

Connie Everett

Connie Everett
Chief Financial Officer

PUBLIC OFFICIALS

JOHNNY L. DUPREE
MAYOR

COUNCIL MEMBERS

KIM BRADLEY – WARD 1
DEBORAH DENARD DELGADO – WARD 2
CARTER CARROLL – WARD 3
MARY DRYDEN – WARD 4
HENRY E. NAYLOR – WARD 5

FINANCIAL SECTION

CARL L. NICHOLSON, JR., CPA
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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Summary of Opinions

<u>Opinion Unit</u>	<u>Type of Opinion</u>
Governmental Activities	Qualified
Business-type Activities	Qualified
Discretely Presented Component Unit	Unmodified
General Fund	Unmodified
Aggregate Remaining Governmental Funds	Unmodified
Combined Water and Sewer System	Qualified

Basis for Qualified Opinions on Governmental Activities and Business-type Activities

As discussed in Note 18 to the financial statements, the City has not recorded a liability for other postemployment benefits in the governmental activities or the business-type activities, which represents the City's major proprietary fund, and, accordingly, has not recorded an expense for the current period change in that liability. Accounting principles generally accepted in the United States of America require that other postemployment benefits attributable to employee services already rendered be accrued as liabilities and expenses as employees earn the rights to the benefits, which increase liabilities, reduce the net position and change the expenses of the governmental activities and the business-type activities. The amount by which this departure would affect the liabilities, net position and expenses of the governmental activities and the business-type activities is not reasonably determinable.

Qualified Opinions

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinions on Governmental Activities and Business-type Activities" paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and the major proprietary fund of the City of Hattiesburg, Mississippi, as of September 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the discretely presented component unit, the major governmental fund, and the aggregate remaining governmental fund information of the City of Hattiesburg, Mississippi, as of September 30, 2013, and the respective changes in financial position, and, where applicable cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

Change in Accounting Principle

As described in Note 1 to the financial statements, in 2013 the City established an accounting policy for estimating an allowance for doubtful water and sewer account balances.

Uncertainties Regarding Wastewater Treatment Facilities

As described in Notes 17 and 24, the City of Hattiesburg's efforts to comply with regulations applicable to the City's wastewater treatment facilities in conjunction with meeting the water and sewer system's existing financial requirements are ongoing. These regulatory requirements follow a specific timeline that requires the implementation of various phases of wastewater system facilities over the next several years. The importance of the City Council and the Administration's ability to address these matters on a timely basis is emphasized in Note 17, where disclosure is made that substantial water and sewer rate increases may be necessary pursuant to funding compliance with these requirements.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension information on pages 10 through 20 and 82 through 94 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Hattiesburg, Mississippi's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2014, on our consideration of the City of Hattiesburg, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Hattiesburg, Mississippi's internal control over financial reporting and compliance.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

MANAGEMENT'S DISCUSSION AND ANALYSIS
(Unaudited)
Year Ended September 30, 2013

The Discussion and Analysis of the City of Hattiesburg's financial performance provides an overview of the City's financial activities of the fiscal year ended September 30, 2013. The intent of this discussion and analysis is to look at the City's financial performance as a whole. Readers should also review the City's financial statements in conjunction with the transmittal letter in order to enhance their understanding of the City's financial performance.

FINANCIAL HIGHLIGHTS

Key financial highlights for 2013 were as follows:

- Total net position for 2013 increased \$10,713,693, or 5.76% from 2012.
- Total assets of governmental activities increased \$58,977, or .03% from 2012.
- Total liabilities decreased \$4,521,929 or 4.79% from 2012.
- In total, equity in pooled cash and cash equivalents decreased \$10,397,747, or 36.2% from 2012.
- Overall, the book value of capital assets increased by \$17,126,747, or 7.71% from fiscal year 2012.

Using this Annual Financial Report:

This annual report consists of a series of financial statements and notes to those statements are organized so that the reader can understand the City of Hattiesburg as a financial whole or as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial conditions.

The Statement of Net Position and Statement of Activities provide information about the activities of the whole city, presenting both an aggregate view of the City's finances and a longer-term view of those assets. Major fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what dollars remain for future spending. The fund financial statements also look at the City's most significant funds with all other non-major funds presented in total in one column.

Reporting the City of Hattiesburg as a Whole:

Statement of Net Position and the Statement of Activities

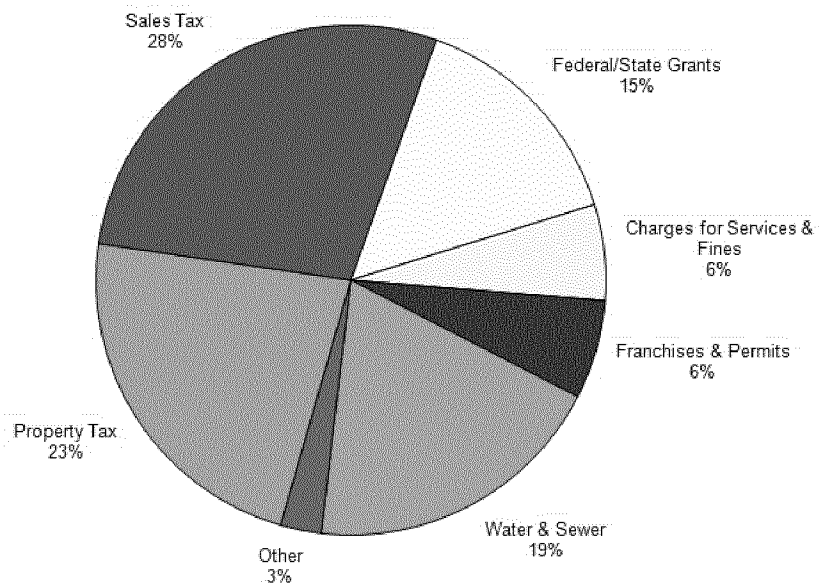
While this document contains information about the funds used by the City to provide services to our citizens, the view of the City as a whole looks at all financial transactions and asks the question, "How did we do financially during 2013?" The Statement of Net Position and the Statement of Activities answer this question.

These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by private sector companies. This basis of accounting considers all of the current year's revenues and expenses regardless of when the cash is received or paid. These two statements report the City's net position and the change in net position. This change in net position is important because it tells the reader whether, for the City as a whole, the financial position of the City has improved or diminished. However, in evaluating the overall position of the City, non-financial information such as changes in the City's tax base and the condition of the City's capital assets will also need to be evaluated.

In the Statement of Net Position and the Statement of Activities, all of the City's departmental activities are reported as Governmental Activities, which include all of the City's services such as police, fire, administration, public services, and all other departments. The Business-Type Activities of the City of Hattiesburg consist of the City's Combined Water & Sewer System.

The government-wide financial statements include not only the City Of Hattiesburg itself (the *primary government*), but also a legally separate component unit, the Hattiesburg Convention Commission. Financial information presented for the component unit is reported separately from the financial information presented for the primary government itself.

Sources of City Revenue



Revenues

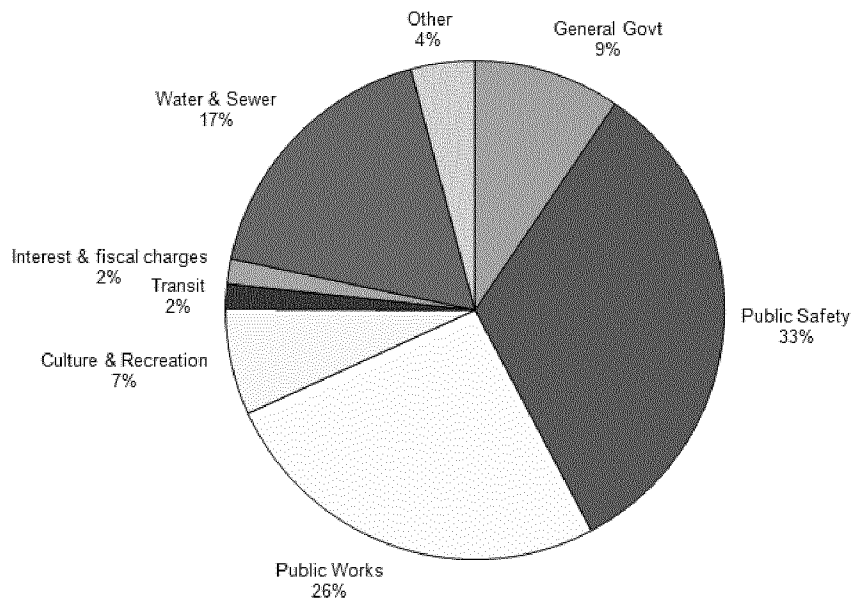
Net Revenues exceeded expenses by \$9.1 million for the 2013 year. This is a decrease of \$246,757 from the net revenues of FY 2012. Much of this decrease occurred due to an increase in government activities expenditures in public safety for prisoner housing and an upgrade to a digital radio communication system.

Property Tax – One of the major sources of revenue for the City, at 23% of total revenues, property tax revenue reflected an increase of \$715,582 from FY 2012. County adjustments to the property tax roll based upon increasing sales prices of homes were a significant factor in the increase in property tax revenue.

Sales Tax – Another major source of revenue for the City is sales tax, at 28% of total revenues. FY 2013 revenue increased from FY 2012, by \$886,396, or 4.3%. Revenue had remained virtually unchanged for two years in a row, signifying that the economy might be stabilizing. The increase in FY 2013 provides a tangible measure of steady growth in the local economy.

Grants – Operating and capital grant revenues represent 14.8% of total revenues, and there was a \$3.5 million decrease in this category of revenue for FY 2013. This is attributable to completion of capital projects for the Water & Sewer system, as well as a decrease in funds received through the Community Development Block Grant program.

How the Revenue is Used



Expenses

The City's government-wide expenses totaled \$67.9 million in FY 2013 and \$70.7 million in FY 2012, or a 4% decrease. Expenses for Governmental Activities decreased \$3,814,367, while expenses for Business-Type Activities increased \$1,011,120.

The largest categories of expenses are Public Works at 26%, Public Safety at 33% and Water & Sewer at 17%. The Statement of Activities shows total costs of the major spending categories, and net costs. The net cost is derived by subtracting associated program revenues from the expenditure totals for each category. This net cost is the financial burden that must be covered by property taxes, sales taxes, and other miscellaneous revenue.

Reporting on the City Of Hattiesburg's Most Significant Funds:

Fund Financial Statements

The Analysis of the City's major funds begins on page 26. Fund financial reports provide detailed information about the City's major funds. Based on restrictions on the use of monies, the City has established many funds which account for the multitude of services provided by the City's residents. However, these fund financial statements focus on the City's most significant funds. In the case of the City of Hattiesburg, the City's major funds are the General Fund and the Combined Water & Sewer Fund.

Governmental Funds

Information about the City's major governmental funds begins on page 26. These funds are accounted for using the modified accrual basis of accounting. All governmental funds had total revenues of \$57,616,423, net other financing sources of \$1,138,400, and expenditures of \$59,044,416.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. Governmental funds include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds.

The General Fund is the primary governmental operating fund, containing expenditures for public safety, public works, economic development, health and welfare, and general government. The governmental funds account for 77% of total revenues, with the General Fund alone accounting for 78% of total revenues. The governmental funds account for 82% of total expenses, and the General Fund alone accounts for 72% of total expenses.

Total expenditures for the General Fund increased by \$331,933, or by .79% from FY 2012. The decrease in the ending fund balance of the General Fund from \$7,748,255 in FY 2012 to \$7,676,619 in FY 2013 was a negligible .92%. There were no significant changes in department operations during FY 2013.

Proprietary Funds:

The City of Hattiesburg maintains one type of proprietary fund, an *enterprise fund* that is used to report *business-type activities* in the government-wide financial statements. The City uses enterprise fund accounting in order to account for the Water & Sewer System (System).

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The basic proprietary fund financial statements can be found on pages 34 through 38. Operating revenues of the System are utilized to fund operation and maintenance expenses and debt service, with any residual net revenues being transferred into the Water & Sewer Construction Fund, a component of the consolidated enterprise fund.

Operating expenses for the System were \$753,663, or 7.5% more in FY 2013 than FY 2012. Most of this increase occurred due to repair projects by outside contractors in FY 2013 of water lines, sewer lines, water treatment plant, and ongoing lagoon upgrades.

Operating revenues increased in FY 2013 from FY 2012 by \$1,592,241. Revenue increases resulted from replacement of aging meters, commercial meter testing and repair, and a rate increase initiated to support a bond issue for major water and sewer projects.

The City of Hattiesburg as a Whole:

Recall that the Statement of Net Position looks at the City as a whole. Table 1 provides a summary of the City's net position for FY 2013.

Table 2 shows the Changes in Net Position for the year ended September 30, 2013.

**TABLE I
CITY OF HATTIESBURG'S NET POSITION**

	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
ASSETS						
Current and other assets	\$ 39,528,212	\$ 39,006,428	\$ 7,767,465	\$ 19,219,891	\$ 47,295,677	\$ 58,226,319
Capital assets, net	140,049,664	140,512,471	99,148,235	81,558,681	239,197,899	222,071,152
Total assets	179,577,876	179,518,899	106,915,700	100,778,572	286,493,576	280,297,471
DEFERRED OUTFLOWS OF RESOURCES						
Prepaid bond insurance	-	-	82,485	86,826	82,485	86,826
Total deferred outflows of resources	-	-	82,485	86,826	82,485	86,826
LIABILITIES						
Long-term liabilities, outstanding:						
Due within one year	6,033,009	6,014,428	2,521,462	2,834,980	8,554,471	8,849,408
Payable after one year	25,791,002	31,581,551	35,101,046	34,574,056	60,892,048	66,155,607
Unearned revenues	-	36,721	-	-	-	36,721
Other liabilities	3,337,196	2,562,306	823,610	625,212	4,160,806	3,187,518
Total liabilities	35,161,207	40,195,006	38,446,118	38,034,248	73,607,325	78,229,254
DEFERRED INFLOWS OF RESOURCES						
Unearned revenues - property taxes	16,185,000	16,085,000	-	-	16,185,000	16,085,000
Total deferred inflows of resources	16,185,000	16,085,000	-	-	16,185,000	16,085,000
NET POSITION						
Net investment in capital assets	114,040,889	108,901,420	62,627,053	45,223,694	176,667,942	154,125,114
Restricted	3,403,781	535,670	-	-	3,403,781	535,670
Unrestricted	10,786,999	13,801,803	5,925,014	17,607,456	16,712,013	31,409,259
Total net position	\$ 128,231,669	\$ 123,238,893	\$ 68,552,067	\$ 62,831,150	\$ 196,783,736	\$ 186,070,043

TABLE 2
CITY OF HATTIESBURG'S CHANGES IN NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
REVENUES						
Program revenues:						
Charges for services	\$ 4,654,384	\$ 8,558,345	\$ 14,811,137	\$ 13,218,896	\$ 19,465,521	\$ 21,777,241
Operating grants and contributions	4,988,000	4,982,172	-	-	4,988,000	4,982,172
Capital grants and contributions	3,185,681	2,813,432	3,152,032	7,053,303	6,337,713	9,866,735
Total program revenues	12,828,065	16,353,949	17,963,169	20,272,199	30,791,234	36,626,148
General revenues:						
Property taxes	17,528,265	16,812,683	-	-	17,528,265	16,812,683
Other taxes	26,416,487	24,687,250	-	-	26,416,487	24,687,250
Grants and contributions not restricted to specific programs	4,795	-	-	-	4,795	-
Other general revenues	2,207,286	1,523,295	79,247	427,942	2,286,533	1,951,237
Total general revenues	46,156,833	43,023,228	79,247	427,942	46,236,080	43,451,170
Total revenues	58,984,898	59,377,177	18,042,416	20,700,141	77,027,314	80,077,318
PROGRAM EXPENSES						
General government	6,424,709	7,329,898	-	-	6,424,709	7,329,898
Public safety	22,162,945	20,763,051	-	-	22,162,945	20,763,051
Public services	17,533,037	17,341,042	-	-	17,533,037	17,341,042
Other services	1,751,307	6,281,474	-	-	1,751,307	6,281,474
Mass transit	1,104,428	1,176,837	-	-	1,104,428	1,176,837
Economic development	160,000	160,000	-	-	160,000	160,000
Culture and recreation	4,636,434	3,916,227	-	-	4,636,434	3,916,227
Human/social assistance	889,795	1,310,363	-	-	889,795	1,310,363
Water & Sewer	-	-	12,178,164	11,167,044	12,178,164	11,167,044
Interest and fiscal charges	1,089,410	1,287,540	-	-	1,089,410	1,287,540
Total program expenses	55,752,065	59,566,432	12,178,164	11,167,044	67,930,229	70,733,476

TABLE 2
CITY OF HATTIESBURG'S CHANGES IN NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
Increase in net position before inclusion of transfers	\$ 3,232,833	\$ (189,255)	\$ 5,864,252	\$ 9,533,097	\$ 9,097,085	\$ 9,343,842
Transfers	257,475	259,840	(257,475)	(259,840)	-	-
<i>Increase in net position after inclusion of transfers</i>	3,490,308	70,585	5,606,777	9,273,257	9,097,085	9,343,842
Net position - Beginning	123,238,893	112,639,681	62,831,150	53,557,893	186,070,043	166,197,574
Prior period adjustment	1,502,468	10,528,627	114,140	-	1,616,608	10,528,627
Net position - Beginning, as restated	124,741,361	123,168,308	62,945,290	53,557,893	187,686,651	176,726,201
Net position - Ending	\$ 128,231,669	\$ 123,238,893	\$ 68,552,067	\$ 62,831,150	\$ 196,783,736	\$ 186,070,043

General Fund Budgetary Highlights

The City's budget is prepared according to Mississippi Law and is based on accounting for certain transactions of cash receipts, disbursements, and encumbrances. The most significant budgeted fund is the General Fund. From a budgetary accounting point of view, sales tax collections increased by \$818,643, or 3.9% from Fiscal Year 2012.

The 2013 budget of the General Fund realized an increase in ending fund balance, due to continued stringent fiscal management and an improving local economy. Employee raises were implemented in October for the Fiscal Year 2013 budget.

For the first time in 13 years, the General Fund property tax rate was increased to 32.15 mills, but the total non-school tax rate remained at 47.42 mills. The shift in millage occurred as a result of a revised funding formula used by the Public Employees Retirement System for the closed municipal retirement systems, which are supported by property taxes levied by the affected municipalities. This revision allowed for a reduction in the levy required and certified by the actuaries to pay benefits to retirees and their beneficiaries.

The automated sanitation trucks have now been in use for 3 years, and the lease on those trucks will end in FY 2014. Due to increasing repair costs for some of the trucks, the City Council asked the Administration to begin a review of expenses and invite proposals from private waste haulers to determine if privatization of the sanitation function could generate a cost savings. A request for proposals is scheduled for release in October.

Administration officials also retained local architects to perform an assessment of the Police Department complex in order to develop a plan for renovation of the structure. A needs assessment for department operations was conducted along with a review of the structure itself. Visits to area public safety complexes in the state were also conducted to gain additional insight as to how those entities had addressed their departments' needs. Preliminary design plans are to be introduced to the City Council in November.

From a budgetary accounting point of view, the City's original General Fund budget for Fiscal Year 2013 totaled \$44,317,516 (exclusive of projected beginning cash at October 1, 2012 of \$4,600,000). The final revenue budget totaled to \$47,378,294 with actual revenue collections totaling to \$46,561,944 (98.5% realized). Amendments to the General Fund revenue budget included increases of \$3,057,778 for federal and state grant funds, an adjustment for sales tax revenue, and an adjustment for insurance proceeds resulting from tornado damage to City facilities.

The original FY 2013 General Fund total budget for expenditures was \$46,649,557 and the final amended total was \$51,011,188. Actual expenditures totaled to \$44,844,603 (87.9% of budget expended). The unexpended budget total of \$6,166,585 is attributable to unexpended personnel costs for some unfilled positions, including those police officers on active military status, unexpended grant funds for various projects, and unexpended funds for capital purchases which were not completed prior to the end of the fiscal year.

Budgets for other governmental funds were amended to adjust projected beginning fund balances to actual balances on hand at the beginning of the fiscal year. Amendments to budgeted expenditures for other governmental funds included completion of water and sewer bond projects, water plant renovation, dredging of the south lagoon, and continuing street improvements such as sidewalk improvements, bike lanes, traffic signal upgrades, 4th Street, and Longleaf Trace.

Most of the other amendments to the expenditure budgets were either routine in nature or were adjustments directly tied to grant programs. Budgets are typically amended three to four times each year with the Council members being provided with appropriate supporting documentation pertaining to the proposed amended budgets. All recommendations for budget amendments are compiled by the City's Chief Financial Officer and reviewed by the Mayor and the City Clerk prior to submission to the City Council. The City Council members typically review proposed budget amendments prior to their inclusion on an agenda for approval at a City Council Meeting, and final adjustments to the compilation are made as a result of this review process. Pursuant to legal requirements, cumulative amendments of more than 10% to the original expenditure budgets are published in the local newspaper. The City does not allow budget changes that modify adopted line items within departments without council approval.

Capital Assets and General Long-Term Obligations

Capital Assets

Table 3 provides an overview of the City's Capital Assets net of accumulated depreciation:

Table 3
Capital Assets (Net of Depreciation)

	2013	2012
Land and construction in progress	\$ 20,653,436	\$ 16,337,376
Buildings and improvements	22,085,139	20,802,225
Infrastructure	188,002,688	175,855,747
Machinery and equipment	8,456,636	9,075,804
Total	\$ 239,197,899	\$ 222,071,152

The increase in the "Land and construction in progress" category is the result of ongoing water and sewer improvements, water plant renovation, and acquisition of land in connection with the 4th Street widening and Long Leaf Trace extension. The increase to Building and Improvements is due in part to repairs to one of the community centers which suffered tornado damage. The increases to Infrastructure and Machinery and Equipment are the result of water and sewer system improvements and purchase of capital equipment.

General Long-Term Debt Obligations

At September 30, 2013, the City of Hattiesburg had \$19,013,158 in outstanding General Obligation Bonds subject to the City's overall general obligation debt limitations. The City's overall legal debt margin at September 30, 2012 was calculated to be \$41,526,630, and this number is based on the city's most current property tax rolls in conjunction with existing general obligation debt. In addition to traditional general obligation debt, certain debt issues are secured by tax interceptor agreements with the State of Mississippi. Tax Increment Financing Bonds are secured by the incremental increase in property taxes at various taxing districts. The City has opted to maintain a margin of at least \$10 million as a matter of policy. Table 4 summarizes the total outstanding long-term debt obligations of the City.

(See Table on Next Page)

Table 4
Outstanding Bonds, Notes and Long-Term Obligations at Year End

	<u>2013</u>	<u>2012</u>
<i>Governmental Funds</i>		
General Obligation Bonds	\$ 16,507,431	\$ 19,398,158
Economic Development Bonds and Notes	3,410,136	3,919,785
Tax Increment Financing Bonds	6,300,000	6,990,000
Equipment Leases	4,024,740	5,688,108
Subtotal governmental funds	<u>30,242,307</u>	<u>35,996,051</u>
 <i>Proprietary Fund</i>		
Water and Sewer Revenue Bonds	22,465,000	24,385,000
Unamortized Bond Premium	402,325	423,500
Water and Sewer General Obligation Bonds and Notes	12,195,000	9,730,000
State Revolving Loan Funds	1,458,857	1,817,661
Subtotal proprietary fund	<u>36,521,182</u>	<u>36,356,161</u>
 Compensated Absences	<u>1,581,704</u>	<u>1,599,928</u>
 Total Long-Term Obligations	<u><u>\$ 68,345,193</u></u>	<u><u>\$ 73,952,140</u></u>

A general obligation note in the amount of \$3,000,000 was secured in 2013 to pay for additional dredging at the south lagoon. Another revenue bond issue for water and sewer improvements is planned for FY 2014 in the amount of \$28,000,000. A portion of the bond proceeds will be used to repay the general obligation note secured for lagoon dredging.

The compensated absences liability identified above refers to the current balance of what has been earned as a termination benefit that will be paid over time as people leave or retire.

Current Financial Related Activities:

Sales tax collections, a major source of revenue for the General Fund, have been a strong indicator of the local economy, showing an approximate 4% increase in FY 2013. The small but steady increase in sales tax revenue over the last couple of years has returned it nearly to the FY 2009 level. Economic changes at the national level trickle down to the local economy, and it appears that the current rate of growth will continue into FY 2014.

Property tax values did, in fact, increase from 2011 valuations, and this resulted in a 4.26% increase in property tax revenues for FY 2013. The real estate market in Hattiesburg saw an increase in activity during 2013, as the federal and local economy continued to improve. Low mortgage lending rates added impetus, and a decreasing supply of homes available for sale contributed to the increase in home values.

Contacting the City of Hattiesburg:

This financial report is designed to provide our citizens, taxpayers, creditors, and investors with a general overview of the City's finances and to show the City's accountability for the money it receives. Copies of this report will be on file at both the Hattiesburg Library and the USM Library. If you have any questions about this report or need additional financial information, contact the City Clerk's Office at 601-545-4552.

FINANCIAL STATEMENTS

EXHIBIT A
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
September 30, 2013**

	PRIMARY	
	Governmental Activities	Business-type Activities
ASSETS		
Cash and cash equivalents	\$ 11,231,556	\$ 5,674,392
Cash with fiscal agent	-	1,391,719
Sales tax receivable	1,755,986	-
Property taxes receivable	16,340,349	-
Accounts receivable - Water and Sewer, net	-	863,666
Accounts receivable - Solid Waste Services	458,147	-
Intergovernmental receivable	2,017,402	758,956
Fines receivable, net	1,620,048	-
Other receivables	911,663	-
Internal balances	921,268	(921,268)
Notes receivable	4,233,532	-
Due from other agencies	7,311	-
Inventory - food and beverage	-	-
Inventory - gas and oil	30,950	-
Capital assets not being depreciated:		
Land and construction in progress	6,694,907	13,958,529
Capital assets, net of accumulated depreciation:		
Infrastructure	104,730,509	83,272,179
Buildings and improvements	21,963,179	121,960
Machinery and equipment	6,661,069	1,795,567
Total assets	179,577,876	106,915,700
DEFERRED OUTFLOWS OF RESOURCES		
Prepaid bond insurance	-	82,485
Total deferred outflows of resources	-	82,485

The notes to the financial statements are an integral part of this statement.

GOVERNMENT		
Total	Component Unit	
\$ 16,905,948	\$ 3,917,579	
1,391,719	-	
1,755,986	396,829	
16,340,349	-	
863,666	-	
458,147	-	
2,776,358	12,994	
1,620,048	-	
911,663	53,613	
-	-	
4,233,532	-	
7,311	24,679	
-	50,331	
30,950	-	
20,653,436	3,060,491	
188,002,688	-	
22,085,139	12,059,059	
8,456,636	272,770	
<u>286,493,576</u>	<u>19,848,345</u>	
82,485	-	
<u>82,485</u>	<u>-</u>	

EXHIBIT A
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
September 30, 2013**

	PRIMARY	
	Governmental Activities	Business-type Activities
LIABILITIES		
Accounts payable	\$ 924,679	\$ 615,094
Other liabilities	2,028,027	14,098
Due to other agencies	89,671	-
Accrued interest	294,819	194,418
Non-current liabilities:		
Portion due or payable within one year:		
General obligation bonds	2,662,431	560,000
Revenue bonds	-	1,565,000
Unamortized bond premium	-	21,175
Limited obligation tax increment financing bonds	660,000	-
Economic development limited obligation bonds and notes	394,966	-
General obligation notes payable	-	375,287
Capital leases	2,078,356	-
Compensated absences	237,256	-
Portion due or payable after one year:		
General obligation bonds	13,845,000	11,635,000
Revenue bonds	-	20,900,000
Unamortized bond premium	-	381,150
Limited obligation tax increment financing bonds	5,640,000	-
Economic development limited obligation bonds and notes	3,015,170	-
General obligation notes payable	-	1,083,570
Capital leases	1,946,384	-
Compensated absences	1,344,448	-
Customer meter deposits	-	1,101,326
Total liabilities	35,161,207	38,446,118
DEFERRED INFLOWS OF RESOURCES		
Unearned revenue - property taxes	16,185,000	-
Total deferred inflows of resources	16,185,000	-
NET POSITION		
Net investment in capital assets	114,040,889	62,627,053
Restricted for:		
Debt service	3,403,781	-
Capital projects	-	-
Unrestricted	10,786,999	5,925,014
Total net position	\$ 128,231,669	\$ 68,552,067

The notes to the financial statements are an integral part of this statement.

GOVERNMENT	
Total	Component Unit
\$ 1,539,773	\$ 736,935
2,042,125	81,676
89,671	49,602
489,237	-
3,222,431	-
1,565,000	-
21,175	-
660,000	-
394,966	-
375,287	-
2,078,356	11,579
237,256	-
25,480,000	-
20,900,000	-
381,150	-
5,640,000	-
3,015,170	-
1,083,570	-
1,946,384	6,754
1,344,448	-
1,101,326	-
<u>73,607,325</u>	<u>886,546</u>
16,185,000	-
<u>16,185,000</u>	<u>-</u>
176,667,942	15,373,987
3,403,781	111,544
<u>16,712,013</u>	<u>3,476,268</u>
<u>\$ 196,783,736</u>	<u>\$ 18,961,799</u>

EXHIBIT B

CITY OF HATTIESBURG, MISSISSIPPI

STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2013

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			Component Unit
		Fees, Fines and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			
					Governmental Activities	Business-type Activities	Total	
PRIMARY GOVERNMENT:								
Governmental Activities:								
General government	\$ 6,424,709	\$ -	\$ -	\$ -	\$ (6,424,709)		\$ (6,424,709)	
Public safety	22,162,945	2,142,161	749,790	264,086	(19,006,908)		(19,006,908)	
Public services	17,533,037	2,417,761	2,783,412	2,196,469	(10,135,395)		(10,135,395)	
Other services	1,751,307	-	125,996	468,708	(1,156,603)		(1,156,603)	
Mass transit	1,104,428	43,828	780,351	256,132	(24,117)		(24,117)	
Culture and recreation	4,636,434	50,634	-	286	(4,585,514)		(4,585,514)	
Human/social assistance	889,795	-	539,809	-	(349,986)		(349,986)	
Economic development	160,000	-	8,642	-	(151,358)		(151,358)	
Interest and fiscal charges	1,089,410	-	-	-	(1,089,410)		(1,089,410)	
Total governmental activities	55,752,065	4,654,384	4,988,000	3,185,681	(42,924,000)		(42,924,000)	
Business-Type Activities:								
Water and sewer system	12,178,164	14,811,137	-	3,152,032	-	\$ 5,785,005	5,785,005	
Total business-type activities	12,178,164	14,811,137	-	3,152,032	-	5,785,005	5,785,005	
Total primary government	\$ 67,930,229	\$ 19,465,521	\$ 4,988,000	\$ 6,337,713	(42,924,000)	5,785,005	(37,138,995)	
COMPONENT UNIT:								
Hattiesburg Convention Commission	\$ 7,295,257	\$ 1,906,576	\$ -	\$ -				\$ (5,388,681)
Total component unit	\$ 7,295,257	\$ 1,906,576	\$ -	\$ -				(5,388,681)
GENERAL REVENUES:								
Taxes:								
Property taxes, levied for general purposes					13,821,467	-	13,821,467	-
Property taxes, levied for debt service					3,706,798	-	3,706,798	-
Sales taxes					21,470,956	-	21,470,956	-
Franchise taxes and other licenses and permits					4,820,407	-	4,820,407	-
Special sales tax					125,124	-	125,124	4,619,521
Grants and contributions not restricted to specific programs					4,795	-	4,795	-
Unrestricted investment earnings					171,405	7,949	179,354	2,318
Other local sources					544,200	-	544,200	126,169
Miscellaneous					1,033,691	71,298	1,104,989	-
Gain (loss) on sale of assets					(15,116)	-	(15,116)	-
TRANSFERS:								
Transfers, component unit					473,106	-	473,106	(473,106)
Transfers, net					257,475	(257,475)	-	-
Total general revenues and transfers					46,414,308	(178,228)	46,236,080	4,274,902
CHANGE IN NET POSITION					3,490,308	5,606,777	9,097,085	(1,113,779)
NET POSITION - BEGINNING					123,238,893	62,831,150	186,070,043	21,325,216
Prior period adjustment					1,502,468	114,140	1,616,608	(1,249,638)
NET POSITION - BEGINNING, AS ADJUSTED					124,741,361	62,945,290	187,686,651	20,075,578
NET POSITION - ENDING					\$ 128,231,669	\$ 68,552,067	\$ 196,783,736	\$ 18,961,799

The notes to the financial statements are an integral part of this statement.

EXHIBIT C
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2013**

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 4,571,156	\$ 6,660,400	\$ 11,231,556
Sales tax receivable	1,755,986	-	1,755,986
Accounts receivable - solid waste services	184,379	-	184,379
Intergovernmental receivable	1,116,895	900,507	2,017,402
Fines receivable, net of allowance	1,620,048	-	1,620,048
Other receivables	900,220	22,988	923,208
Due from other funds	1,066,512	816,886	1,883,398
Property taxes receivable	12,512,656	3,827,693	16,340,349
Due from other agencies	7,311	-	7,311
Gas and oil inventory	30,950	-	30,950
Advances to other funds	300,000	-	300,000
Total assets	\$ 24,066,113	\$ 12,228,474	\$ 36,294,587
LIABILITIES			
Accounts payable	\$ 637,369	\$ 287,312	\$ 924,681
Due to other funds	679,899	282,231	962,130
Other liabilities	977,507	1,050,520	2,028,027
Due to other agencies	89,671	-	89,671
Advances from other funds	-	300,000	300,000
Total liabilities	2,384,446	1,920,063	4,304,509
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	12,385,000	3,800,000	16,185,000
Unavailable revenue - fines	1,620,048	-	1,620,048
Total deferred inflows of resources	14,005,048	3,800,000	17,805,048
FUND BALANCES			
Nonspendable:			
Inventories	30,950	-	30,950
Long-term interfund advance	300,000	-	300,000
Restricted:			
Fire protection	-	30,951	30,951
Street improvements and repairs	-	611,106	611,106
Law enforcement	-	215,249	215,249
Airport projects	-	264,625	264,625
Mass transit	-	304,614	304,614

EXHIBIT C
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2013**

	General Fund	Other Governmental Funds	Total Governmental Funds
<i>FUND BALANCES (Cont.)</i>			
Restricted: (Cont.)			
Debt service	\$ -	\$ 3,403,781	\$ 3,403,781
Parks and recreation projects	-	257,395	257,395
Committed:			
Parks and recreation	-	576,971	576,971
Fire protection	-	855,318	855,318
Street improvements and repairs	-	3,629	3,629
Law enforcement	-	30,332	30,332
Assigned:			
General government	193,304	-	193,304
Public safety	88,248	-	88,248
Public services	366,844	-	366,844
Other services	72,583	-	72,583
Unassigned	<u>6,624,690</u>	<u>(45,560)</u>	<u>6,579,130</u>
Total fund balances	<u>7,676,619</u>	<u>6,508,411</u>	<u>14,185,030</u>
 <i>Total liabilities, deferred inflows of resources, and fund balances</i>	 <u>\$ 24,066,113</u>	 <u>\$ 12,228,474</u>	 <u>\$ 36,294,587</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT C.1
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
September 30, 2013**

Total *fund balances* for governmental funds (Exhibit C) \$ 14,185,030

Total *net position* reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	\$ 3,621,214	
Construction in progress	3,073,693	
Infrastructure, net of \$75,240,382 accumulated depreciation	104,730,509	
Buildings and improvements, net of \$21,503,293 accumulated depreciation	21,963,179	
Machinery and equipment, net of \$25,683,008 accumulated depreciation	<u>6,661,069</u>	
Total capital assets		140,049,664

Other long-term assets are not available to pay for current period expenditures and therefore are reported as deferred revenue in the funds. 1,620,048

Fiduciary funds are not included in the government-wide statements, therefore internal balances attributed to those funds are not included. (11,545)

Receivables not received within thirty days of year end are not reported in the funds. 273,770

Other long-term assets are not available to pay for current period expenditures and therefore are not reported in the funds. 4,233,532

The notes to the financial statements are an integral part of this statement.

EXHIBIT C.1
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
September 30, 2013**

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in the governmental funds, but rather is recognized as an expenditure when due. All liabilities – both current and long-term – are reported in the statement of net position.

Balances for these liabilities at September 30, 2013 are:

Accrued interest on bonds and notes		\$ (294,819)
General obligation bonds	\$ (16,507,431)	
Limited obligation tax increment financing bonds	(6,300,000)	
Limited obligation economic development bonds and notes	(3,410,136)	
Capital leases	(4,024,740)	
Compensated absences	(1,581,704)	
Total long-term liabilities		<u>(31,824,011)</u>

Total <i>net position</i> of governmental activities (Exhibit A)	<u><u>\$ 128,231,669</u></u>
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EXHIBIT D
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2013**

	General Fund	Other Governmental Funds	Total Governmental Funds
REVENUES			
General property taxes	\$ 12,431,389	\$ 4,734,778	\$ 17,166,167
Sales tax collections	21,470,956	-	21,470,956
Other taxes	31,287	-	31,287
Licenses and permits	4,526,547	-	4,526,547
Fines, forfeitures and penalties	1,717,456	69,504	1,786,960
Interest, rents and concessions	108,884	49,226	158,110
Intergovernmental	2,028,926	6,451,983	8,480,909
Charges for services	2,387,726	198,791	2,586,517
Other revenues	229,295	1,179,675	1,408,970
Total revenues	44,932,466	12,683,957	57,616,423
EXPENDITURES			
Current:			
General government	6,227,218	-	6,227,218
Public safety	21,197,343	235,797	21,433,140
Public services	11,378,948	4,301,448	15,680,396
Other services	1,506,375	636,630	2,143,005
Mass transit	-	1,110,275	1,110,275
Culture and recreation	-	4,512,676	4,512,676
Human/social assistance	152,293	718,030	870,323
Economic development	160,000	-	160,000
Debt service:			
Principal payments	1,628,555	4,125,189	5,753,744
Interest and fiscal charges	176,630	977,009	1,153,639
Total expenditures	42,427,362	16,617,054	59,044,416
Excess (deficiency) of revenues over expenditures	2,505,104	(3,933,097)	(1,427,993)

EXHIBIT D
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2013

	General Fund	Other Governmental Funds	Total Governmental Funds
<i>OTHER FINANCING SOURCES (USES)</i>			
Transfers in	\$ 619,573	\$ 3,706,618	\$ 4,326,191
Transfers out	(3,307,234)	(49)	(3,307,283)
Other sources	110,921	8,571	119,492
<i>Total other financing sources (uses)</i>	<u>(2,576,740)</u>	<u>3,715,140</u>	<u>1,138,400</u>
<i>NET CHANGE IN FUND BALANCES</i>	(71,636)	(217,957)	(289,593)
Fund balances – beginning	7,748,255	6,925,747	14,674,002
Prior period adjustment	-	(199,379)	(199,379)
Fund balances – beginning, as adjusted	<u>7,748,255</u>	<u>6,726,368</u>	<u>14,474,623</u>
Fund balances – ending	<u><u>\$ 7,676,619</u></u>	<u><u>\$ 6,508,411</u></u>	<u><u>\$ 14,185,030</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT D.1
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2013**

Net change in *fund balances* - governmental funds (Exhibit D) \$ (289,593)

The change in *net position* reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense (\$9,187,163) exceeded capital outlays (\$7,116,421) in the current period. (2,070,742)

Intergovernmental revenue recognized on the full-accrual basis in the statement of activities is increased for revenues received thirty days after year end. (3,466)

Fine revenue deferred in the funds for the modified accrual basis during the current year decreased because prior year recognition would have been required on the Statement of Activities using the full-accrual basis of accounting. 203,292

Proceeds from the sale of capital assets (\$18,796) are reported in the governmental funds. However, in the statement of net position the loss is recorded (\$15,116). (33,912)

Proceeds from issuance of long-term debt are reported in the governmental funds. However, in the statement of net position a long-term liability is recorded. Repayments of long-term debt are reported as expenses in the governmental funds but are recorded against the liability in the statement of net position. The following adjustment combines the net changes for long-term debt:

Repayments:

To bond, note and lease holders	\$ 5,753,744	
Net adjustment for debt		5,753,744

EXHIBIT D.1
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2013**

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. The following adjustments combine the net changes of the two balances:

Compensated absences	\$	18,224	
Accrued interest on bonds and notes		<u>64,229</u>	
Combined adjustment			\$ 82,453
Governmental funds report annual note repayment received (\$308,344) as the installment receipt of the sale of real estate. In the statement of activities, only the portion of these payments attributable to interest is reported as interest revenue (\$156,876).			<u>(151,468)</u>
Change in <i>net position</i> of governmental activities (Exhibit B)			<u>\$ 3,490,308</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT E
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
Proprietary Fund
September 30, 2013**

	Combined Water & Sewer System
<i>CURRENT ASSETS</i>	
Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	1,391,719
Accounts receivable - trade (net of allowance for doubtful accounts of \$1,593,037)	863,666
Grants receivable	758,956
Total current assets	<u>8,688,733</u>
<i>CAPITAL ASSETS</i>	
Land	315,243
Construction in progress	13,643,286
Infrastructure, net	83,272,179
Buildings and improvements, net	121,960
Machinery and equipment, net	1,795,567
Total capital assets	<u>99,148,235</u>
<i>Total assets</i>	<u>107,836,968</u>
<i>DEFERRED OUTFLOW OF RESOURCES</i>	
Prepaid bond insurance	<u>82,485</u>
<i>CURRENT LIABILITIES</i>	
Due to other funds	921,268
Sales tax payable	14,098
Accounts payable - trash hauling	184,379
Accounts payable - other	430,715
Accrued interest payable	194,418
Unamortized bond premium - current	21,175
Revenue bonds - current	1,565,000
General obligation bonds - current	560,000
General obligation note payable - current	375,287
Total current liabilities	<u>4,266,340</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT E
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
Proprietary Fund
September 30, 2013**

	Combined Water & Sewer System
<i>NON-CURRENT LIABILITIES</i>	
Revenue bonds	\$ 20,900,000
General obligation bonds	11,635,000
General obligation note payable	1,083,570
Unamortized bond premium	381,150
Customer meter deposits	1,101,326
Total non-current liabilities	35,101,046
<i>Total liabilities</i>	39,367,386
<i>NET POSITION</i>	
Net investment in capital assets	62,627,053
Unrestricted	5,925,014
Total net position	\$ 68,552,067

The notes to the financial statements are an integral part of this statement.

EXHIBIT F

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Revenues, Expenses, and Changes In Net Position
Proprietary Fund
Year Ended September 30, 2013**

	Combined Water & Sewer System
OPERATING REVENUES	
Water charges	\$ 6,897,929
Sewer charges	7,581,870
Sewer connections	15,615
Turn-on fees	69,170
Taps	246,553
Total operating revenues	<u>14,811,137</u>
OPERATING EXPENSES	
Personal services	2,308,096
Other services and charges	5,320,682
Supplies and expenses	937,776
Depreciation	1,967,810
Other operating expenses	222,051
Total operating expenses	<u>10,756,415</u>
OPERATING INCOME	<u>4,054,722</u>
NON-OPERATING REVENUES (EXPENSES)	
Interest revenue	7,949
Interest expense	(1,421,749)
Other revenues	71,298
Total non-operating revenues (expenses)	<u>(1,342,502)</u>
INCOME BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	<u>2,712,220</u>
Intergovernmental capital contributions	3,152,032
Transfers out	<u>(257,475)</u>
CHANGE IN NET POSITION	<u>5,606,777</u>
NET POSITION - beginning	62,831,150
Prior period adjustment	114,140
NET POSITION - beginning, as adjusted	<u>62,945,290</u>
NET POSITION - ending	<u><u>\$ 68,552,067</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT G
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2013**

	Combined Water & Sewer System
<i>CASH FLOWS FROM OPERATING ACTIVITIES:</i>	
Receipts from customers	\$ 15,284,357
Payments to suppliers and service providers	(6,006,271)
Payments to employees for salaries and benefits	(2,308,096)
Net cash provided by operating activities	<u>6,969,990</u>
<i>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</i>	
Other cash receipts	71,298
Transfers to other funds	(257,475)
Net cash used by noncapital financing activities	<u>(186,177)</u>
<i>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</i>	
Principal payments - bonds	(2,455,000)
Principal payments - notes	(358,805)
Intergovernmental cash receipts	3,265,784
Acquisition and construction of capital assets	(18,489,413)
Proceeds from general obligation bonds	3,000,000
Interest paid on capital debt	(1,340,365)
Net cash used by capital and related financing activities	<u>(16,377,799)</u>
<i>CASH FLOWS FROM INVESTING ACTIVITIES:</i>	
Interest income	7,949
Net cash provided by investing activities	<u>7,949</u>
<i>NET DECREASE IN CASH AND CASH EQUIVALENTS</i>	(9,586,037)
<i>CASH AND CASH EQUIVALENTS - Beginning</i>	<u>16,652,148</u>
<i>CASH AND CASH EQUIVALENTS - Ending</i>	<u>\$ 7,066,111</u>
Displayed on Exhibit E as:	
Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	<u>1,391,719</u>
	<u>\$ 7,066,111</u>

EXHIBIT G
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2013**

	<u>Combined Water & Sewer System</u>
<i>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</i>	
<i>OPERATING INCOME</i>	\$ 4,054,722
<i>ADJUSTMENTS TO RECONCILE OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</i>	
Depreciation expense	1,967,810
Changes in assets and liabilities:	
(Increase) in accounts receivable	423,692
(Increase) in prepaid insurance - bonds	4,341
(Decrease) in accounts payable - trash hauling	5,595
Increase in accounts payable - other	89,168
Increase in customer meter deposits	48,452
(Decrease) in sales tax payable	1,076
Increase in amount due to governmental funds	375,134
Total adjustments	<u>2,915,268</u>
<i>NET CASH PROVIDED BY OPERATING ACTIVITIES</i>	<u><u>\$ 6,969,990</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT H

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Fiduciary Net Position
Fiduciary Funds
September 30, 2013**

	Police/Fireman Disability & Relief Pension Trust Fund	Agency Funds
ASSETS		
Cash and cash equivalents	\$ 77,922	\$ 2,193,621
Cash and investments with fiscal agent	21,093,740	325,992
Property taxes and fees receivable	11,143	-
Sales tax receivable	-	418,331
Total assets	<u>21,182,805</u>	<u>\$ 2,937,944</u>
LIABILITIES		
Employee contributions payable	-	354,607
Due to other agencies	-	1,719,238
Other liabilities	-	32,652
Amounts held in custody for others	-	831,447
Total liabilities	<u>-</u>	<u>\$ 2,937,944</u>
NET POSITION		
Net position restricted for pension benefits	<u>\$ 21,182,805</u>	

The notes to the financial statements are an integral part of this statement.

EXHIBIT I

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Changes in Fiduciary Net Position
Fiduciary Funds
Year Ended September 30, 2013**

	<u>Police/Fireman Disability & Relief Pension Trust Fund</u>
<i>ADDITIONS</i>	
Contributions:	
Plan members	\$ 14,819
Total contributions	<u>14,819</u>
Property tax levy	1,585,463
Investment earnings	<u>2,584,768</u>
Total additions	<u>4,185,050</u>
<i>DEDUCTIONS</i>	
Benefits	3,326,782
Administrative expenses	<u>78,139</u>
Total deductions	<u>3,404,921</u>
<i>CHANGE IN NET POSITION</i>	780,129
<i>NET POSITION - beginning</i>	<u>20,402,676</u>
<i>NET POSITION - ending</i>	<u><u>\$ 21,182,805</u></u>

The notes to the financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General Information

The City of Hattiesburg, Mississippi (the City) was incorporated in 1884 under the laws of the State of Mississippi and presently operates under a Mayor/Council form of government. It is the third largest municipality in the state with nearly 50,000 residents. The policy-making and legislative authority, as well as budgetary responsibilities, are vested with the City Council. The following services are provided by the City: Public safety (Police, Fire, and Code Enforcement), Public Works, Engineering, Solid Waste Collection, Water and Sewer, Social and Recreational, Mass Transit, Federal Programs, Urban Development, and General Administrative Services.

The accounting and reporting framework and the more significant accounting policies and practices are discussed in subsequent sections of this Note. The remainder of the notes are organized to provide explanations, including required disclosures, of the City's financial activities.

B. Reporting Entity

The City is a charter city in which citizens elect the mayor at large and five council members by wards. The accompanying financial statements present the City's primary government and its component unit, an entity for which the government is considered to be financially accountable. The discretely presented component unit is reported in a separate column in the government-wide financial statements (see note below for description) to emphasize that it is legally separate from the government.

Discretely presented component unit - The Hattiesburg Convention Commission (the Commission) is composed of a seven member board whose members are appointed by the Hattiesburg City Council. The purpose of the Commission is to promote conventions and tourism. The Commission has the authority over all matters relating to the establishment, development, construction, furnishing, and equipping of convention and tourism related facilities. The Commission is primarily funded by a 2% sales tax on local food, beverage, and alcoholic beverage package retailer permits. The Commission is presented as a governmental fund type. Pursuant to component unit criteria guidelines prescribed in GASB 61 "The Financial Reporting Entity", the convention commission is presented as a discretely presented component unit based upon the budgetary oversight provided by the city in conjunction with other related criteria including, but not limited to, the city's ability to make board appointments and, the convention commission's status as a legally separate entity.

A separate financial statement of the Commission can be obtained by contacting the Hattiesburg Convention Commission, 1 Convention Center Plaza, Hattiesburg, Mississippi 39401.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE TWO

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

C. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component unit. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from a certain legally separate *component unit* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The major individual governmental fund and the major individual enterprise fund are reported as separate columns in the fund financial statements. Internal activities, including interfund transfers and due to/due from balances attributable to governmental activities have been eliminated for government-wide financial statement presentation purposes.

D. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE THREE

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Governmental fund financial statements are reported using the current *financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within thirty (30) days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental fund:

General Fund - The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. Activities accounted for in the general fund include police and fire protection, public services, general government, sanitation, city courts, urban development, and other services.

The City reports the following major proprietary fund:

Combined Water and Sewer System Fund - The *Combined Water and Sewer System Fund* accounts for the activities of the water and sewer system. The City operates the sewage treatment plant, sewage pumping stations and collection systems, and the water distribution system.

Additionally, the City reports the following fund types:

Police/Fireman Disability and Relief Pension Trust Fund - The *Police/Fireman Disability and Relief Pension Trust Fund* is used to account for resources legally held in trust for use by the City's uniformed police officers and firefighters that were employed prior to July 1, 1987. This fund provides retirement and disability benefits and death benefits to plan members and beneficiaries.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE FOUR

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Agency Funds - The City's agency funds account for employee payroll tax withholdings, initial tax deposits from the county tax collectors, initial special sales tax receipts, and the Forrest County Industrial Park Commission's fund.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the *option* of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's water and sewer function and various other functions of the government. Elimination of these charges would distort costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

The proprietary fund distinguishes *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer system enterprise fund are charges to customers for sales and services. The water and sewer system also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

E. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance

Deposits and investments

The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

To maximize interest earnings, the City's cash resources are combined to form a cash pool. Excluded from this pool is the cash of the Water and Sewer Fund, the 1999 Tax Increment Financing Bond and Interest and Construction Funds, the Water and Sewer USA Yeast Bond and Interest and Construction Funds, the Community Development Block Grant Fund for Entitlement and HOME Entitlement, the 2001 Bond Construction Fund, the 1998 Infrastructure Fund, the Group Insurance Trust Fund, the Series 2006 Water and Sewer Bond Funds, and certain other legally restricted funds.

Investments for the City and its component unit are reported at fair value.

Receivables and payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All sales, property tax, and notes receivables are considered collectible; therefore no reduction has been made for an allowance for these receivables. Fines receivable is reported net of allowance for uncollectible accounts in the amount of \$9,092,799 at September 30, 2013.

Customer accounts receivable in the enterprise fund are attributable to unpaid balances at year-end for charges for services. During fiscal year 2013, the City established a policy for estimating the allowance for doubtful water and sewer account balances. The allowance is based upon a 90% factor applied to balances five months and older.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Property taxes are levied annually as of October 1st on property values assessed as of the same date. Delinquent tax payments, received throughout the year, are recognized as revenue in the year received. All taxes are collected and remitted to the City on a monthly basis by Forrest and Lamar County governments. Property tax statements on real property are typically mailed in December each year with the taxes due annually on February 1st. Property taxes on vehicles are annually and become due throughout the year on based upon the month of acquisition.

Inventories and prepaid items

All inventories are valued at the lower of cost using the first-in/first-out (FIFO) method or market. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, street lights, sewer and water lines, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government, as well as the component unit, is depreciated using the straight line method over the following estimated useful lives:

Buildings and improvements	20 – 50 years
Infrastructure	18 – 50 years
Machinery and equipment	5 – 10 years

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Deferred outflows/inflows of resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports prepaid insurance on the Water & Sewer Revenue Bond in the government-wide and the proprietary statements of net position as a deferred outflow of resources. Bond insurance paid from debt proceeds as a credit enhancement feature with the bonds is deferred and amortized over the life of the bonds.

In addition to liabilities, the statement of net position or the governmental funds balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City reports property taxes levied for the next fiscal year as *unearned revenue* in the government-wide statement of net position. The governmental funds balance sheet reports *unavailable revenues* from two sources: property taxes and fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Compensated absences

It is the City's policy to permit employees to accumulate earned but unused vacation, sick pay, overtime, and holiday pay benefits. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service with the government. All vacation, overtime, and holiday pay is accrued when incurred in the government-wide fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-term obligations

In the government-wide financial statements and the proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE EIGHT

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

In the fund financial statements, governmental fund types recognize bond issuance costs during the current period. The face amount of debt is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as other services.

Net Position

The government-wide statement of net position presents financial information on all of the City's assets, liabilities, and deferred inflow/outflows of resources, with the difference reported as net position. This presentation was implemented during fiscal year 2012 pursuant to GASB Statement No. 63 *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position*. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back any unspent proceeds. Net position reported as restricted when there are limitations imposed on their use either through enabling creditors, grantors, or laws or regulations of other governments.

Fund balance policies

The City has implemented GASB Statement 54 *Fund Balance reporting and Governmental Fund Type Definitions*. This statement provides more clearly defined fund balance categories in order to more accurately report the nature and extent of the constraints placed on a government's fund balances. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance – amounts that are not in spendable form, such as inventories and prepaid items, or are legally or contractually required to remain intact.
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions, or by enabling legislation.
- Committed fund balance – amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority.
- Assigned fund balance – amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes.
- Unassigned fund balance – the residual amounts that are available for any purpose; positive amounts are reported only in the general fund.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The City Council (the City's highest level of decision-making authority) establishes (and modifies or rescinds) fund balance commitments by passage of resolutions that also establish the City's spending policy that prescribes that restricted fund balance amounts are to be spent first, followed by committed, assigned and, lastly, unassigned fund balances.

The City does not have a formal minimum fund balance policy; however, the State of Mississippi Code does not allow deficit fund balances. There are no individual funds reported with deficit fund balances.

F. Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. In August, the City's Chief Financial Officer submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Prior to September 15, the budget is legally enacted through the passage of an ordinance.
3. The City's Chief Financial Officer is authorized to transfer budgeted amounts within departments within the published expenditure categories; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.
4. All funds, with the exception of Trust and Agency Funds, are budgeted. (General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds are budgeted.) These budgets are prepared on a cash basis. The comparison of original and final budget to actual for the General Fund is presented in Schedule 1.

Each fund's appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Pursuant to the Mississippi State Department of Audit's prescribed format, expenditures are budgeted by department and class as follows: personal services, supplies, other services and charges, capital outlays, transfers, debt service. This constitutes the legal level of control. Expenditures may not exceed appropriations at this level. All budget revisions at this level are subject to final approval of the City Council. Cumulative increases to departmental expenditures in excess of 10% must also be published in the local newspaper.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE TEN

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Encumbrance accounting is used for the General Fund, Special Revenue Funds, and Capital Projects Funds. Encumbrances are recorded when purchase orders are issued but are not considered expenditures until liabilities for payments are incurred. Encumbrances do not lapse at the close of the fiscal year but are carried forward. (If necessary, subsequent year budgets are amended to cover prior year encumbrances.)

G. Changes in Accounting Standards

The City implemented GASB Statement No. 62, Codification of Accounting. The provisions of these standards have been incorporated into the financial statements and the notes. Pursuant to GASB Statement No. 61 *The Financial Reporting Entity: Omnibus an amendment to GASB Statements No. 14 and No. 34*, the City's continued presentation of the Hattiesburg Convention Center as a discretely presented component unit was considered to be appropriate based upon the City's budgetary oversight in conjunction with other pertinent criteria, including board appointments and the Commission's status as a legally separate entity.

H. Other Information

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NOTE 2 - PRIOR PERIOD ADJUSTMENTS

A summary of prior period adjustments reflected on the City's financial exhibits is presented below:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 2 - PRIOR PERIOD ADJUSTMENTS (Cont.)

<u>Explanation</u>	<u>Amount</u>
Exhibit B (Governmental Activities)	
To adjust governmental capital assets	\$ 388,463
To adjust for capital asset previously reported as owned by component unit, net of accumulated depreciation	1,253,384
To adjust for health insurance claims liability	(199,379)
To adjust notes receivable balance	60,000
	<u>\$ 1,502,468</u>
Exhibit D	
To adjust for health insurance claims liability	<u>\$ (199,379)</u>
	<u>\$ (199,379)</u>
Exhibit B (Business-Type Activities) and Exhibit F	
To adjust water and sewer capital assets	\$ 1,067,951
To recognize allowance for doubtful accounts	(953,811)
	<u>\$ 114,140</u>

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits

The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC).

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE TWELVE

YEAR ENDED SEPTEMBER 30, 2013

NOTE 3 - DEPOSITS AND INVESTMENTS (Cont.)

The carrying amount of the City's deposits with financial institutions reported in the government-wide statements was \$16,905,948. The bank balance was \$19,780,187. The City's long standing, although not formally adopted, investment policy is based upon all bank accounts being fully collateralized (using the above-described procedures) and interest-bearing with rates updated on a quarterly basis and benchmarked using verifiable appropriate federal funds rates. Interest is calculated using average balances and recorded monthly.

Custodial Credit Risk - Deposits

Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the government's deposits may not be returned to it. The City and its component unit do not have a deposit policy for custodial credit risk. As of September 30, 2013, the City's bank balance was not exposed to custodial credit risk. The component unit has a repurchase agreement with a carrying value of \$211,506 that is not covered by FDIC.

Cash with Fiscal Agents

The carrying amount of the City's cash with fiscal agents held by financial institutions was \$1,391,719.

Investments

State statutes authorize local governments to invest in direct obligations of the U.S. Government and political subdivisions, repurchase agreements, and other instruments prescribed in the State Code.

The component unit holds an investment in an open repurchase agreement with Trustmark Bank that is collateralized by Fannie Mae securities. At September 30, 2013, the fair value of this investment was \$211,506.

Interest Rate Risk

The City and its component unit do not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk - Investments

State law limits investments to those prescribed as allowed in the State Code. The City and its component unit do not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 3 - DEPOSITS AND INVESTMENTS (Cont.)

Custodial Credit Risk - Investments

Custodial credit risk is defined as the risk that, in the event of a financial institution's failure, the government would not be able to recover the value of its investments. The City and its component unit do not have a formal investment policy that addresses custodial credit risk. As of September 30, 2013, the component unit's investment balance was not exposed to custodial credit risk.

NOTE 4 - NOTES RECEIVABLE

On June 8, 2010, the City Council authorized a purchase and sales agreement between the City and the Diocese of Biloxi for the sale of property located at 510 West Pine Street for the Sacred Heart Catholic Parish. Pursuant to the terms of this agreement, the City financed the purchase price of \$2,500,000 through the issuance of the City's General Obligation Pool Loan Refunding Bonds, Series 2010, to be repaid over 20 years with the final bonds maturing July 1, 2030. The Diocese executed a \$2,500,000 promissory note requiring annual payments not to exceed \$219,000 at an interest rate not to exceed 5.5% to coincide with the scheduled principal, interest and servicing fees attributable to the City's Series 2010 bonds. At September 30, 2013, the balance of this note receivable was \$2,295,000.

On July 24, 2012, the City Council authorized the second closing documents of the Hub City Lofts Downtown Development Project, HCL Leverage Lender LLC (formerly Hub City Lofts, LLC). These documents included a loan agreement and promissory note for \$2,000,000 to be repaid over 20 years, at a rate of 2% in monthly installments of \$10,118, commencing February 1, 2013 and continuing until February 1, 2033. This arrangement was executed pursuant to Katrina Supplemental CDBG Program grant agreements that resulted in loan funding for site acquisition for two historic downtown buildings, with monthly repayments required from the City to the Mississippi Development Authority (MDA). Under the terms of the loan agreement, HCL Leverage Lender LLC will remit the above-noted monthly payments to the City, and after the receipt of these payments, the City will in turn remit the resulting payments to MDA. At September 30, 2013, the balance of this note receivable was \$1,938,532.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2013, was as follows:

	Primary Government				Ending Balance
	Beginning Balance	Additions	Retirements	Adjustments	
Governmental Activities:					
Capital assets not being depreciated:					
Land	\$ 3,621,214	\$ -	\$ -	\$ -	\$ 3,621,214
Construction in progress	978,568	4,854,257	(2,759,132)	-	3,073,693
Total capital assets not being depreciated	<u>4,599,782</u>	<u>4,854,257</u>	<u>(2,759,132)</u>	<u>-</u>	<u>6,694,907</u>
Capital assets being depreciated:					
Buildings and improvements	40,652,942	1,418,459	-	1,395,071	43,466,472
Machinery and equipment	31,547,146	1,211,612	(644,421)	229,740	32,344,077
Infrastructure	177,579,666	2,391,225	-	-	179,970,891
Total capital assets being depreciated	<u>249,779,754</u>	<u>5,021,296</u>	<u>(644,421)</u>	<u>1,624,811</u>	<u>255,781,440</u>
Less accumulated depreciation for:					
Buildings and improvements	19,982,435	1,379,171	-	141,687	21,503,293
Machinery and equipment	23,958,080	2,494,160	(610,509)	(158,723)	25,683,008
Infrastructure	69,926,550	5,313,832	-	-	75,240,382
Total accumulated depreciated	<u>113,867,065</u>	<u>9,187,163</u>	<u>(610,509)</u>	<u>(17,036)</u>	<u>122,426,683</u>
Total capital assets being depreciated, net	<u>135,912,689</u>	<u>(4,165,867)</u>	<u>(33,912)</u>	<u>1,641,847</u>	<u>133,354,757</u>
Governmental activities capital assets, net	<u>\$ 140,512,471</u>	<u>\$ 688,390</u>	<u>\$ (2,793,044)</u>	<u>\$ 1,641,847</u>	<u>\$ 140,049,664</u>

Note: Adjustments represent the correction of errors in the depreciation schedule and inclusion of prior year infrastructure previously expensed.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 5 - CAPITAL ASSETS (Cont.)

	Primary Government			
	Beginning Balance	Additions	Retirements	Ending Balance
Business-type Activities:				
Capital assets not being depreciated:				
Land	\$ 315,243	\$ -	\$ -	\$ 315,243
Construction in progress	11,422,350	11,402,559	(9,181,623)	13,643,286
Total capital assets not being depreciated	11,737,593	11,402,559	(9,181,623)	13,958,529
Capital assets being depreciated:				
Buildings and improvements	321,108	-	-	321,108
Machinery and equipment	6,110,960	322,990	-	8,756,783
Infrastructure	84,875,793	15,945,487	-	101,411,040
Total capital assets being depreciated	91,307,861	16,268,477	-	110,488,931
Less accumulated depreciation for:				
Buildings and improvements	189,390	9,758	-	199,148
Machinery and equipment	4,624,222	492,351	-	6,961,215
Infrastructure	16,673,162	1,465,700	-	18,138,862
Total accumulated depreciation	21,486,774	1,967,809	-	25,299,225
Total capital assets being depreciated, net	69,821,087	14,300,668	-	85,189,706
Business-type activities capital assets, net	\$ 81,558,680	\$ 25,703,227	\$ (9,181,623)	\$ 99,148,235

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 5 - CAPITAL ASSETS (Cont.)

Depreciation expense was charged to the functions/programs of the governmental activities of the primary government as follows:

Governmental Activities:

General government	\$ 642,217
Public safety	1,199,588
Public works – which includes the depreciation of infrastructure assets	6,372,068
Health and welfare	19,472
Other services	224,842
Culture and recreation	493,067
Mass transit	235,909

Total depreciation expense - governmental activities	\$ 9,187,163
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NOTE 6 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Balances due to/from the various City funds at September 30, 2013, consist of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General fund	Nonmajor governmental fund	\$ 210,144
General fund	Combined water and sewer system	856,368
Nonmajor governmental fund	Nonmajor governmental fund	72,086
Nonmajor governmental fund	Combined water and sewer system	64,900
Nonmajor governmental fund	General fund	679,900
Total		\$ 1,883,398

The outstanding balances between funds result mainly from the time lag between the dates that goods and services are provided or reimbursable expenditures occur. These balances are expected to be collected within one year.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVENTEEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (Cont.)

Advances to/from other funds for governmental funds at September 30, 2013, consist of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General fund	Nonmajor governmental fund	<u>\$ 300,000</u>

The amount payable to the General fund from the nonmajor governmental fund is attributable to working capital loans made to the Community Development Block Grant fund. None of the balance shown is scheduled to be collected in the subsequent year.

The composition of interfund transfers for the year ended September 30, 2013, is as follows:

<u>Transfers out:</u>	<u>Transfers In:</u>		
	<u>General Fund</u>	<u>Nonmajor Governmental</u>	<u>Total</u>
General fund	\$ -	\$ 3,307,234	\$ 3,307,234
Nonmajor governmental funds	362,098	399,384	761,482
Combined water and sewer system	257,475	-	257,475
Total	<u>\$ 619,573</u>	<u>\$ 3,706,618</u>	<u>\$ 4,326,191</u>

Interfund transfers are authorized components of the budget and are typically the result of special revenue or debt service funds requiring additional financing sources for budgetary purposes.

NOTE 7 - AD VALOREM TAXES LEVIED FOR OTHER GOVERNMENTAL ENTITIES

Section 35-57-1 et seq., Mississippi Code 1972, requires that the City levy and collect all taxes for and on behalf of the municipal separate school district. Section 39-3-7, Mississippi Code 1972, authorizes the City to levy and collect a tax not in excess of three mills for the support of any public library system located within the municipality.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 7 - AD VALOREM TAXES LEVIED FOR OTHER GOVERNMENTAL ENTITIES (Cont.)

For the reported fiscal year, the following ad valorem tax levies were made in accordance with the applicable statutory requirements and authorizations:

<u>Entity/Purpose of Levy</u>	<u>Applicable State Law</u>	<u>Mills Levied</u>
School District:		
Operational Support	37-57-105	58.50
School Bonded Indebtedness	37-59-23	7.73
Library (support, upkeep and maintenance of Hattiesburg Public Library System)	39-3-7	1.95

NOTE 8 - CLAIMS AND JUDGMENTS

The City provides employee health and accident coverage through a self-insurance program that utilizes a plan administrator as its claims-servicing organization with the City retaining the risk of loss on all claims to which the City is exposed. Premium payments into the plan are established as a part of the City's budgetary process. Actuarial recommendations are provided by the plan administrator, but the City has opted to set premium rates for individual and family coverage at somewhat lower levels, with supplemental transfers into the City's Group Insurance Fund from payroll budgets into the self-insurance special revenue fund being remitted when necessary based upon the claims paid during the fiscal year. The City has reinsurance which functions on two separate stop loss coverages: specific and aggregate, and these coverages are provided by an outside commercial carrier. For the fiscal year 2013, the specific coverage begins when an individual participant's claim exceeds \$100,000, and the aggregate policy covers all submitted claims in excess of 125% of expected claims. Claims expenses and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The following table provides changes in the balances of claims liabilities for fiscal year 2013:

	<u>2013</u>
Unpaid claims, beginning of fiscal year	\$ -
Plus: Incurred claims (including IBNRs)	4,091,692
Less: Claims payments	<u>(3,095,490)</u>
Unpaid claims, end of fiscal year	<u><u>\$ 996,202</u></u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 8 - CLAIMS AND JUDGMENTS (Cont.)

Cash on deposit in the Group Insurance Fund at year end was \$181,583. Based upon the above projection of net unpaid claims in excess of cash on deposit, interfund receivables from the respective operating funds were recognized at year end in this fund.

NOTE 9 - LEASE OBLIGATIONS

The City has entered into various lease agreements as lessee for financing equipment purchases. The equipment has useful lives ranging from four to ten years. For fiscal year 2013, the assets recorded under capital leases are as follows:

Governmental Activities:	
Machinery and equipment	\$ 9,283,668
Accumulated depreciation	<u>(6,695,497)</u>
Total	<u><u>\$ 2,588,171</u></u>

These leases qualify as capital leases for accounting purposes and therefore, have been recorded at the present value of future minimum lease payments as of the inception date. The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2013 are as follows:

<u>Year ending September 30</u>	<u>Governmental Activities</u>
2014	\$ 2,195,329
2015	951,792
2016	785,012
2017	172,087
2018	<u>143,407</u>
Total minimum lease payments	4,247,627
Less: amount representing interest	<u>(222,887)</u>
Present value of minimum lease payments	<u><u>\$ 4,024,740</u></u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES

General Obligation Bonds and Notes

The City issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and notes are direct obligations and pledge the full faith and credit of the City and have been issued for both governmental and business-type activities. Notes are generally issued with a five-year maturity. The City has no special assessment bonds or anticipation notes at September 30, 2013. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 10 to 20 years. General obligation notes and bonds outstanding at September 30, 2013 are as follows:

General Obligation Bonds and Notes

Governmental Activities:	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/13
Public Improvements	2007	\$ 6,025,000	4.00%	2018	\$ 3,290,000
Public Improvements	2009	3,000,000	2.98%	2013	327,431
Public Improvements	2009	6,575,000	3.00%	2016	2,780,000
Public Improvements	2009	9,950,000	2.00-3.00%	2021	7,815,000
Public Improvements	2010	2,560,000	6.00%	2030	2,295,000
					<u>\$ 16,507,431</u>
Business-type Activities:					
Public Improvements	2009	\$ 7,500,000	3.00 - 3.80%	2024	\$ 5,955,000
Public Improvements	2010	3,600,000	2.60 - 3.70%	2030	3,240,000
Public Improvements	2013	3,000,000	1.38%	2018	3,000,000
					<u>\$ 12,195,000</u>

Limited Obligation Economic Development Bonds and Notes

The City also has issued limited obligation debt for economic development purposes that is repaid from revenues pledged under the terms of the respective contractual agreements made pursuant to the authorization for these projects by the governing authorities. These limited obligation bonds and notes are generally issued with essentially level annual principal and interest payments with maturities that range from 10 to 20 years. Limited obligation notes and bonds outstanding at September 30, 2013 are as follows:

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CITY OF HATTIESBURG, MISSISSIPPI

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Economic Development Limited Obligation Bonds and Notes

<u>Governmental Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/13</u>
Kohler Exempt G.O. Bond	1998	\$ 5,500,000	0.00%	2017	\$ 1,160,000
MDB Limited Obligation Bonds (Church)	2009	2,937,000	2.90 - 6.00%*	2030	311,604
Hub City Lofts	2012	2,000,000	2.00%	2033	1,938,532
					<u>\$ 3,410,136</u>

*Variable rate for MDB debt is adjusted weekly using the SIFMA Muni-Index plus 1.2%.

Limited Obligation Tax Increment Financing (TIF) Bonds

Tax increment financing (TIF) bonds are issued by the City to provide funds for the acquisition and construction of infrastructure and related improvements in conjunction with commercial development projects. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 10 to 20 years. These bonds are secured by the payment of the incremental increase in City property taxes from each project's TIF taxing district as authorized under the TIF plan document approved by the governing authorities. These bonds may also be secured by county participation as authorized by executed interlocal agreements pledging incremental increase in county property taxes in the TIF taxing district. Limited obligation TIF bonds outstanding at September 30, 2013 are as follows:

Limited Obligation TIF Bonds

<u>Governmental Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/13</u>
Walmart	1999	\$ 900,000	5.00 - 5.75%	2014	\$ 120,000
Chauvet Square	2003	1,100,000	4.50 - 5.35%	2023	720,000
Home Depot	2004	700,000	4.12%	2014	165,000
Chauvet Square	2007	1,400,000	4.50%	2027	1,220,000
Turtle Crossing	2007	4,100,000	4.35%	2021	2,705,000
Lincoln Center	2008	610,000	4.00%	2023	450,000
Turtle Creek Crossing	2011	400,000	5.68%	2025	340,000
Kohls	2012	715,000	5.00%	2021	580,000
					<u>\$ 6,300,000</u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Business-type Activities (Water and Sewer) Revenue Bonds

The City issues water and sewer revenue bonds to provide funds for the acquisition and construction of water and sewer system infrastructure and related improvements. These bonds are secured by water and sewer operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important net revenue calculation and parity debt requirements. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 15 to 20 years. Revenue bonds outstanding at September 30, 2013 are as follows:

Revenue Bonds

<u>Business-type Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/13</u>
W&S Refunding Bonds	2006	\$ 17,000,000	4.00 - 5.00%	2021	\$ 10,440,000
W&S Revenue Project	2012	12,500,000	2.50 - 5.00%	2032	<u>12,025,000</u>
					<u>\$ 22,465,000</u>

Business-type Activities (Water and Sewer) State Revolving Loan Fund (SRF) Notes

In addition to water and sewer revenue bonds, the City has utilized three State Revolving Loan Fund (SRF) program to provide funds for qualified sewer projects pursuant to the State of Mississippi's SRF program. Monthly principal and interest payments for the repayment of these notes is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from monthly operating sewer system revenues as authorized by the City's budget document. The SRF notes outstanding at September 30, 2013 are as follows:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

State Revolving Loan Funds

<u>Business-type Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/2012</u>
SRF #1	1987	\$ 2,191,243	4.50%	2016	\$ 457,461
SRF #2	1987	2,165,672	4.50%	2017	537,064
SRF #3	1989	1,268,863	4.50%	2019	464,332
					<u>\$ 1,458,857</u>

Compensated Absences

Vested or accumulated vacation leave, holiday leave, and accrued overtime that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts of vested or accumulated vacation leave, holiday leave, and accrued overtime that are not expected to be liquidated with expendable available financial resources are reported as noncurrent liabilities. In accordance with the provisions of ASC 710-10-20, *Compensation*, no liability is recorded for nonvesting accumulating rights to receive sick pay benefits. Compensated absences at September 30, 2013 are as follows:

Accrued vacation pay	\$ 1,521,427
Accrued overtime pay	4,395
Accrued holiday pay	<u>55,882</u>
Total	<u><u>\$ 1,581,704</u></u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Changes in Long-Term Liabilities

Changes in the City's long-term liabilities for the year ended September 30, 2013 are as follows:

<i>Governmental Activities:</i>	Balance September 30, 2012	Additions	Reductions	Balance September 30, 2013	Due Within One Year
Bonds and notes payable					
General obligation bonds and notes	\$ 19,398,158	\$ -	\$ (2,890,727)	\$ 16,507,431	\$ 2,662,431
Limited obligation TIF bonds	6,990,000	-	(690,000)	6,300,000	660,000
Economic development limited obligation bonds and notes	3,919,785	-	(509,649)	3,410,136	394,966
Total bonds and notes payable	30,307,943	-	(4,090,376)	26,217,567	3,717,397
Capital leases	5,688,108	-	(1,663,368)	4,024,740	2,078,356
Compensated absences	1,599,928	-	(18,224)	1,581,704	237,256
<i>Governmental activities long-term liabilities</i>	\$ 37,595,979	\$ -	\$ (5,771,968)	\$ 31,824,011	\$ 6,033,009
<i>Business-type Activities:</i>	Balance September 30, 2012	Additions	Reductions	Balance September 30, 2013	Due Within One Year
Bonds and notes payable					
General obligation bonds and notes	\$ 9,730,000	\$ 3,000,000	\$ (535,000)	\$ 12,195,000	\$ 560,000
Revenue bonds	24,385,000	-	(1,920,000)	22,465,000	1,565,000
State revolving loan funds	1,817,662	-	(358,805)	1,458,857	375,287
Premium	423,500	-	(21,175)	402,325	21,175
Total bonds and notes payable	36,356,162	3,000,000	(2,834,980)	36,521,182	2,521,462
<i>Business-type activities long-term liabilities</i>	\$ 36,356,162	\$ 3,000,000	\$ (2,834,980)	\$ 36,521,182	\$ 2,521,462

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

The debt service requirements for the City's bonds and notes are as follows:

Governmental Activities:

Year ending September 30,	G.O. Bonds and Notes		Limited Obligation TIF Bonds	
	Principal	Interest	Principal	Interest
2014	\$ 2,662,431	\$ 518,731	\$ 660,000	\$ 287,264
2015	2,430,000	442,999	690,000	256,965
2016	2,515,000	367,388	560,000	227,127
2017	1,620,000	301,388	580,000	201,501
2018	1,680,000	246,656	615,000	174,829
2019-2023	4,400,000	696,344	2,455,000	449,163
2024-2028	805,000	268,244	740,000	83,910
2029-2033	395,000	36,000	-	-
Total	\$ 16,507,431	\$ 2,877,750	\$ 6,300,000	\$ 1,680,759

Year ending September 30,	Economic Development Limited Obligation Bonds and Notes		Total Governmental Activities	
	Principal	Interest	Principal	Interest
2014	\$ 394,966	\$ 42,257	\$ 3,717,397	\$ 848,252
2015	396,650	40,148	3,516,650	740,112
2016	398,367	38,049	3,473,367	632,564
2017	400,119	35,953	2,600,119	538,842
2018	111,907	33,855	2,406,907	455,340
2019-2023	587,633	137,515	7,442,633	1,283,022
2024-2028	626,209	82,457	2,171,209	434,611
2029-2033	494,285	21,717	889,285	57,717
Total	\$ 3,410,136	\$ 431,951	\$ 26,217,567	\$ 4,990,460

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CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Business-type Activities:

Year ending September 30,	G.O. Bonds and Notes		State Revolving Loan Funds	
	Principal	Interest	Principal	Interest
2014	\$ 1,133,455	\$ 332,054	\$ 375,287	\$ 57,971
2015	1,171,430	304,942	392,528	40,730
2016	1,214,700	277,400	396,589	22,698
2017	1,253,270	249,878	173,771	8,763
2018	1,297,145	221,306	96,001	3,467
2019-2023	3,825,000	730,142	24,681	185
2024-2028	1,780,000	301,740	-	-
2029-2033	520,000	25,384	-	-
Total	\$ 12,195,000	\$ 2,442,846	\$ 1,458,857	\$ 133,814

Year ending September 30,	Revenue Bonds		Total Business-type Activities	
	Principal	Interest	Principal	Interest
2014	\$ 1,565,000	\$ 862,800	\$ 3,073,742	\$ 1,252,825
2015	1,640,000	789,863	3,203,958	1,135,535
2016	1,715,000	707,363	3,326,289	1,007,461
2017	1,790,000	635,813	3,217,041	894,454
2018	1,865,000	564,894	3,258,146	789,667
2019-2023	7,260,000	1,744,594	11,109,681	2,474,921
2024-2028	3,435,000	848,731	5,215,000	1,150,471
2029-2033	3,195,000	226,341	3,715,000	251,725
Total	\$ 22,465,000	\$ 6,380,399	\$ 36,118,857	\$ 8,957,059

During the year ended September 30, 2013, interest expense paid for governmental activities and business-type activities was \$1,261,786 and \$1,144,021, respectively.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 11 - SCHEDULE OF STATUTORY DEBT LIMITATIONS

The City is subject to the limitations of indebtedness prescribed by Section 21-33-303, Mississippi Code 1972. No municipality may issue bonds secured by a pledge of its full faith and credit in an amount which, when added to the then outstanding bond indebtedness of such municipality, would exceed the 15% and 20% tests prescribed in Section 21-33-303. These percentages are applied to the assessed value of the taxable property within such municipality, with certain types of bond issues being excluded from the authorized debt limit tests. Presented in the schedule below are the calculations of the applicable statutory debt limitations and the resulting margin for further debt in the amount of \$41,526,630 (the smaller of the two computed margins) as of September 30, 2013:

	<u>15% Test</u>	<u>20% Test</u>
Assessed value as of September 30, 2013 (\$414,357,378) times applicable percentage	[a] \$ 62,153,607	\$ 82,871,476
Present debt subject to debt limits as of September 30, 2013:		
Total bonds and notes other than water and sewer	26,217,567	26,217,567
Less: Bonds exempt from debt limitation calculations	(9,710,136)	(9,710,136)
Add: Water & sewer debt other than revenue bonds	<u>n/a</u>	<u>13,653,857</u>
General obligation debt subject to applicable tests	[b] <u>16,507,431</u>	<u>30,161,288</u>
Margin for additional debt [a] minus [b]	<u>\$ 45,646,176</u>	<u>\$ 52,710,188</u>

NOTE 12 - RELATED ORGANIZATION

The following related organization is excluded from the financial reporting entity because the City's accountability does not extend beyond making appointments. Audited financial statements are available from the organization.

Hattiesburg Tourism Commission - The Commission consists of seven members appointed by the Mayor and ratified by the City Council. Funding is from a special tax levied upon the gross proceeds from hotel and motel overnight room rentals.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 13 - JOINT VENTURES

The City of Hattiesburg is a participant with Forrest County in a joint venture authorized by Section 57-31-1, Mississippi Code Annotated (1972), to operate the Forrest County Industrial Park Commission. The joint venture was created to develop and operate an industrial park complex for citizens of Forrest County and the City of Hattiesburg. The Commission is governed by a ten member board. The governing authorities of the City of Hattiesburg and the Forrest County Board of Supervisors each appoint five members. Each entity is obligated to provide equal funding for the ongoing financial support of the Commission. A separate financial statement of the Forrest County Industrial Park Commission can be obtained by contacting the Commission at Post Office Box 1898, Hattiesburg, Mississippi 39403.

The City of Hattiesburg is a participant with Forrest County, Jones County, and the State of Mississippi to operate the Hattiesburg/Laurel Regional Airport Authority authorized by Section 61-3-5, Mississippi Code Annotated (1972). The joint venture, governed by a five member board of commissioners, was created to maintain and develop the Authority for the City and aforementioned counties. Each governmental entity appoints one board member. A separate financial statement of the Hattiesburg/Laurel Regional Airport Authority can be obtained by contacting the Authority at 1002 Terminal Drive, Moselle, Mississippi 39459.

The City of Hattiesburg is a participant with Forrest County and the City of Petal in a joint venture authorized by Section 39-3-38, Mississippi Code Annotated (1972) to operate the Library of Hattiesburg, Petal, and Forrest County. The joint venture was created to provide free public library service to the citizens of Forrest County and the Cities of Hattiesburg and Petal. The library is governed by a fifteen member board appointed by the governments involved as follows: City of Hattiesburg - six members; Forrest County - six members; and City of Petal - three members. Each entity is obligated by contract to levy not less than 1.25 mills as authorized by Sections 39-3-35 and 39-3-37, Mississippi Code Annotated (1972), for the ongoing financial support of the library. A separate financial statement of the library can be obtained by contacting the Library at 329 Hardy Street, Hattiesburg, Mississippi 39401.

NOTE 14 - JOINTLY GOVERNED ORGANIZATIONS

The Emergency Management District provides emergency services to the City of Hattiesburg and Forrest County. The entity is controlled by an eight member council. The Council is chosen as follows by the following authorities: Mayor of Hattiesburg - one; Forrest County Board of Supervisors - one; Sheriff of Forrest County - one; AAA Ambulance - one; Hattiesburg Police Chief - one; Hattiesburg Fire Chief - one; the University of Southern Mississippi - one; and Forrest General Hospital - one. Operating funds are provided by state grants, E-911 charges and direct contributions.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 15 - COMMITMENTS

At September 30, 2013, the outstanding balance on the USA Yeast Pretreatment Facility was \$2,463,090 and the balance on the 4th Street Expansion Phase I project was \$2,378,117. Miscellaneous outstanding water and sewer projects totaled \$2,267,766. Other miscellaneous projects outstanding contracts in progress at September 30, 2013 totaled \$1,443,832.

Significant encumbrances at September 30, 2013, included \$135,544 for paving projects, \$80,762 for electronic timekeeping equipment, \$109,890 for drainage pipes, and \$57,994 for emergency generator maintenance costs.

NOTE 16 - DEFICIT FUND BALANCES OF INDIVIDUAL FUNDS

At September 30, 2013, the City's CDBG Fund reported a \$45,560 deficit in fund balance that is attributable to the cumulative effect of program expenditures in excess of grant reimbursements.

NOTE 17 - CONTINGENCIES

Compliance with Amended Order No. 6034 11 - In February 2012, the City and Mississippi Commission on Environmental Quality (Complainant) executed Amended Agreed Order No. 6034 11. Contained in the provisions of this Order is the requirement that the City must decide upon a wastewater engineering solution for "Phase II" effluent limit compliance by May 31, 2013, and must complete all necessary design work for the project on or before October 31, 2014. Additionally, the City has agreed to submit a copy of the Notice to Proceed for construction on or before January 31, 2015, and the project is required to have been completed on or before February 28, 2017 with the City filing with the Complainant certification of completion of construction within 10 days of completion. This order specifies that if the City fails to demonstrate compliance with the "Phase II" permit effluent limitations by the deadline of May 31, 2017, the City will be required to pay a penalty of \$100 per day until compliance has been demonstrated in accordance with the provisions of National Pollutant Discharge Elimination System (NPDES) Permit No. MS0020303.

The City is currently in the process of reviewing all water and sewer procedures and agreements that might significantly impact future revenues, including existing contracts. In addition to these measures, extensive rate increases are anticipated in order to meet all applicable financial, contractual and regulatory requirements, including compliance with provisions contained in water and sewer bond documents. The governing authorities of the City have demonstrated their willingness in recent years to implement moderate

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 17 - CONTINGENCIES (Cont.)

water and sewer rate increases that were necessary in order to fund increases to operating expenses and debt service requirements. The more substantial rate increases that were addressed in 2014 proved to be deeply divisive. The ability of the City Council and the Administration to reconcile their various concerns with the future financial requirements of a wastewater treatment facility that meets regulatory requirements will be a matter of profound importance to the viability of the City's water and sewer system.

Litigation - On March 2, 2012, Gulf Restoration Network ("GRN") filed a citizen enforcement suit under the Clean Water Act against the City in an action styled and numbered GRN v. City of Hattiesburg, Civil Action No. 2:12cv36-KS-JMR, on the docket of the United States District Court for the Southern District of Mississippi. The suit alleges that the City has discharged wastewater from its two wastewater facilities, commonly known as the North Lagoon and the South Lagoon, into the Bowie and Leaf River that violates various constituent limits contained in the City's NPDES permits. The suit seeks the imposition of civil penalties for alleged past and ongoing permit violations, as well as injunctive relief requiring the City to come to immediate compliance with NPDES permits. The City has filed an Answer to the suit denying liability. The case is set for a bench trial beginning on October 6, 2014. The City intends to vigorously defend against GRN's claims. Legal counsel has not concluded that the likelihood of an unfavorable outcome is either "probable" or "remote" and has not expressed an opinion as to the likely outcome of this matter. Additionally, legal counsel "does not estimate the amount or range of potential loss" in such matter set forth above that could result if the outcome should be unfavorable to the City.

The City's lawsuit with the City of Petal over proposed rate increases for the acceptance and treatment of Petal's wastewater has not been settled. The City of Petal continues to remit monthly payments based upon a prior treatment rate based upon current treatment volumes. The unpaid balance for the City of Petal's wastewater treatment that will ultimately be paid is not readily determinable.

The City is party to various legal other proceedings which normally occur in governmental operations. While the City cannot predict the results of any litigation, legal counsel for the City of Hattiesburg believes that it has meritorious defenses for those actions, proceedings and claims, or they are without merit or are of such kind, or involve such amounts, that unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the City of Hattiesburg, Mississippi.

Federal Grants - In the normal course of operations, the City receives grant funds from various Federal and State agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 18 - OTHER POSTEMPLOYMENT BENEFITS

The City's health insurance plan allows for retirees to obtain health insurance by participating in the City's health insurance plan. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, the City has postemployment healthcare benefits reportable under GASB Statement 45 as a single employer defined benefit health care plan. However, the City has not recorded a liability for other postemployment benefits nor has the City reported note disclosures which are required by accounting principles generally accepted in the United States of America.

NOTE 19 - DEFINED BENEFIT PENSION PLANS

Plan Description - The City of Hattiesburg contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, Mississippi 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Funding Policy - PERS members are required to contribute 7.25% of their annual covered salary (adjusted to 9.00% effective July 1, 2010) and the City of Hattiesburg is required to contribute at an actuarially determined rate. The current rate is 12.00% of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature. The City of Hattiesburg contributions to PERS for the years ended September 30, 2013, 2012 and 2011 were \$3,086,123, \$2,692,920, and \$2,499,657, respectively, equal to the required contributions for each year.

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN

Plan Description - The City of Hattiesburg contributes to the Police and Fire Disability and Relief Fund (PFDR), an agent multiple-employer defined benefit pension plan administered by the Public Employees' Retirement System of Mississippi. The City's uniformed police officers and firefighters employed prior to July 1, 1987, participate in PFDR. Firefighters and police officers employed subsequent to July 1, 1987 are members of the Public Employees' Retirement System of the State as previously described.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

All assets existing in the City's Police and Firemen's Disability and Relief Fund at July 1, 1987, were transferred to PERS. Those assets were placed into an investment pool with the assets from the other Police and Firemen's Disability and Relief Fund, and the City's book value of its share of these assets was set at the market value of the transferred assets as of July 1, 1987. In June of each year, the monthly statement from the PERS contains a pro-rata distribution of the City's earnings from the investment pool. Prior to the yearly distribution of such earnings, the City's balance sheet is reconciled monthly which, at that point in time, reflects the balance at the beginning of the Plan year (July 1) plus tax collections and payroll contributions, less pension benefits paid, refunds and administrative fee. PERS issues a publicly available financial report that includes financial statements and required supplementary information for PFDR. That information can be obtained by contacting PERS at the address and telephone number mentioned above.

The PFDR retirement allowance is payable under this plan to any member who retires and has completed at least 20 years of creditable service, regardless of age. The retirement benefits are calculated in an amount equal to 50% of the employee's average compensation, plus 1.7% of average compensation for each year of credited service over 20 with an aggregate amount not to exceed 66-2/3%. Disability and death benefits are also provided under the plan.

Funding Status and Progress - The actuarial accrued liability is a measure intended to (i) help users assess the System's funding status on a going-concern basis and (ii) assess progress being made in accumulating sufficient assets to pay benefits when due. For the years ended September 30, 1994 and prior, the actuarial value of assets was equal to book value. Beginning with the September 30, 1995 actuarial valuation, the actuarial value of assets is determined on a market related basis that recognizes 20% of the previously unrecognized and unanticipated gains and losses (both realized and unrealized). Allocation of the actuarial present value of projected benefits between past and future service was based on service using the entry age actuarial cost method. Assumptions, including projected pay increases, were the same as those used to determine the System's annual required contribution between entry age and assumed exit age. Entry age was established by subtracting credited service from current age on the valuation date.

The entry age actuarial accrued liability was determined as part of an actuarial valuation of the System (but not used for funding purposes) as of September 30, 2013. Significant actuarial assumptions used in determining the entry age actuarial accrued liability include (a) a rate of return on the investment of present and future assets of 8.00% per year compounded annually including price inflation at 3.50%, (b) projected salary increases of 4.25% per year compounded annually, attributable to inflation, and (c) additional projected salary increases of up to 1.75% per year compounded annually, attributable to merit and seniority. Additionally, local and private legislation, enacted by the Mississippi Legislature, has authorized annual cost of living adjustments (COLA) of 2.50% per year, not to exceed 30% of annual pension benefits.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

Statements Nos. 25 and 27 of the Governmental Accounting Standards Board (GASB) set forth certain items of information to be disclosed in the financial statements of the system and the employer. One such item is a distribution of the number of employees by type of membership, as presented below:

Group	Number
Retired participants and beneficiaries currently receiving benefits	151
Terminated participants and beneficiaries entitled to benefits but not receiving benefits	-
Active participants	2
Inactive participants	-
Total	153

Active member information based upon the most current actuarial study consists of the following:

Active members	2
Annual payroll	\$ 94,300
Average annual payroll	\$ 47,150
Average age in years	56.4
Average service in years	31.8

Retired lives based upon the most current actuarial study consists of the following:

Type of Benefit Payment	Number	Annual Benefits	Average Benefit	Average Age
Retirement	111	\$ 2,744,684	\$ 24,727	63.8
Disability	6	78,455	13,076	61.6
Survivor	34	500,539	14,722	69
Total	151	\$ 3,323,678	22,011	64.8

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

At September 30, 2013, the actuarial accrued liability was determined as follows:

	<u>\$ in Thousands</u>
Actuarial Accrued Liability (AAL):	
Retirees and beneficiaries currently receiving benefits	\$ 36,374
Active members	<u>731</u>
Total actuarial accrued liability	37,105
Actuarial value of assets	<u>19,968</u>
Unfunded actuarial accrued liability	<u><u>\$ 17,137</u></u>

During the year ended September 30, 2013, the plan experienced a net change of \$(454,000) in the Actuarial Accrued Liability.

The schedule of funding progress, presented as required supplementary information at Schedule 2 following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Funding Policy - The funding policy for PFDR provides for periodic employer contributions at actuarially determined rates that are designed to accumulate sufficient assets to pay benefits when due. In developing the annual required contribution shown on the next page, the normal cost and actuarial accrued liability are determined using the entry age actuarial cost method. Unfunded actuarial accrued liability is being amortized on a closed basis as a level dollar amount over a remaining amortization period of twenty-three years. The asset valuation method used is a 5-year smoothed market method. The City has the option to set property tax rates to allow for extended contributions beyond 2020 under a funding policy adopted by the PERS Board of Trustees in February 2011. Under this new policy, contributions, expressed as a property tax millage rate, are established beginning in fiscal year 2012 that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions will be set equal to the fiscal year's projected benefit payments and adjusted as necessary to maintain the assets at the established reserve level. The millage rates certified as of September 30, 2012 under the Pre-2011 and Post-2011 Funding Policy rates are 7.21 mills and 3.87 mills, respectively. The actual tax levy set for the pension fund for policemen and firemen as of September 30, 2012 was 3.82 mills.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

During the year ended September 30, 2013, contributions totaling \$1,943,912 (\$1,923,732 employer and \$20,180 employee) were made in accordance with contribution requirements determined by an actuarial valuation of the System as of September 30, 2012. The employer contributions consisted of \$23,715 for normal cost and administrative expenses and \$1,900,017 for amortization of the unfunded actuarial accrued liability, and the employer's annual required contributions (ARC) was determined to be \$1,695,623 (consisting of \$19,492 normal ARC and \$1,676,131 accrued liability ARC). Presented below is a schedule of annual required contributions for the past ten (10) years:

Fiscal Year 10/1 – 9/30	Valuation Date	Annual Required Contribution	Percentage Contributed
2003-04	9/30/2003	\$ 935,623	125.2%
2004-05	9/30/2004	1,105,770	114.6%
2005-06	9/30/2005	1,229,031	111.4%
2006-07	9/30/2006	1,228,267	119.5%
2007-08	9/30/2007	1,172,541	129.9%
2008-09	9/30/2008	1,115,275	141.1%
2009-10	9/30/2009	1,411,127	124.7%
2010-11	9/30/2010	1,519,076	116.9%
2011-12	9/30/2011	1,579,521	121.8%
2012-13	9/30/2012	1,695,623	N/A

Trend Information - Trend information gives an indication of the progress made in accumulating sufficient assets to pay benefits when due. Trend information, for which three years is required, is presented as follows:

Three-Year Trend Information

Valuation Date	Annual Pension Cost (APC)	Actual Contribution Made	Percentage of APC Contributed
9/30/2011	\$ 1,579,521	\$ 1,923,732	121.8%
9/30/2012	1,695,623	N/A	N/A
6/30/2013 *	1,695,790	N/A	N/A

* Valuation date changed in FY 2013 to conform with the Public Employee Retirement System's year-end date of June 30, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

In addition to this, the Statement of Plan Net Position is included in Exhibit H and the Statement of Changes in Plan Net Position is included in Exhibit I. Actuarial information for the year ended September 30, 2013, can be obtained by contacting the City of Hattiesburg's Chief Financial Officer.

NOTE 21 - BUDGETARY BASIS VS. GAAP

The accompanying Budgetary Comparison Schedule – General Fund presents comparisons of the legally adopted budget with actual data on a budgetary basis. Since the budgetary and GAAP presentations of actual data differ, a reconciliation of the results of operations for the year is included at the end of the statement.

NOTE 22 - HURRICANE KATRINA

On August 29, 2005, Hurricane Katrina caused extensive damage to the southeastern United States, including the City of Hattiesburg. The City has worked with federal and state officials as well as with the City's property insurance providers throughout fiscal years 2007, 2008, 2009, 2010, and 2011 in an effort to recover damages resulting from the storm. Project worksheets have been completed on virtually all of the City's unreimbursed expenses, and the City is continuing to work with governmental agencies in an effort to secure substantial reimbursement for these expenses. The City has opted to include future reimbursements attributable to these amounts into the operating budgets for future years as they are received.

There are certain recovery projects that are expected to continue on into future fiscal years. These include repairs to streets damaged as a result of the extraordinary hauling of heavy debris using heavy equipment during the fall months of 2005, repairs to signals and signs, and damages incurred at various City buildings and facilities. The final resolutions of these reimbursement requests are subject to ongoing discussions between the City and FEMA officials.

NOTE 23 - DISCRETELY PRESENTED COMPONENT UNIT

Capital asset activity for the Hattiesburg Convention Commission for the year ended September 30, 2013 was as follows:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 23 - DISCRETELY PRESENTED COMPONENT UNIT (Cont.)

	<u>Beginning Balances</u>	<u>Additions</u>	<u>Retirements</u>	<u>Adjustments</u>	<u>Ending Balances</u>
Governmental activities:					
Capital assets not being depreciated:					
Land	\$ 1,315,877	\$ -	\$ -	\$ -	\$ 1,315,877
Construction in progress - Eureka	972,628	535,524	-	(37,025)	1,471,127
Construction in progress - Zoo projects	356,145	349,677	473,106	40,771	273,487
Total capital assets not being depreciated	<u>2,644,650</u>	<u>885,201</u>	<u>473,106</u>	<u>3,746</u>	<u>3,060,491</u>
Capital assets being depreciated:					
Buildings, parking lot, etc.	19,528,656	-	-	(1,395,071)	18,133,585
Furniture and fixtures	474,945	-	-	-	474,945
Equipment and vehicles	1,583,349	-	-	-	1,583,349
Assets acquired under capital lease	34,737	-	-	-	34,737
Total capital assets being depreciated	<u>21,621,687</u>	<u>-</u>	<u>-</u>	<u>(1,395,071)</u>	<u>20,226,616</u>
Less accumulated depreciation for:					
Buildings, parking lot, etc.	5,807,423	408,790	-	(141,687)	6,074,526
Furniture and fixtures	414,281	7,131	-	-	421,412
Equipment and vehicles	1,245,410	137,035	-	-	1,382,445
Assets acquired under capital lease	4,825	11,579	-	-	16,404
Total accumulated depreciated	<u>7,471,939</u>	<u>564,535</u>	<u>-</u>	<u>(141,687)</u>	<u>7,894,787</u>
Total capital assets being depreciated, net	<u>14,149,748</u>	<u>(564,535)</u>	<u>-</u>	<u>(1,253,384)</u>	<u>12,331,829</u>
Governmental activity capital assets, net	<u>\$ 16,794,398</u>	<u>\$ 320,666</u>	<u>\$ 473,106</u>	<u>\$ (1,249,638)</u>	<u>\$ 15,392,320</u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 23 - DISCRETELY PRESENTED COMPONENT UNIT (Cont.)

The schedule below details the changes in the Commission's long-term debt during the year ended September 30, 2013:

	<u>Balance September 30, 2012</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance September 30, 2013</u>
Capital leases	\$ 29,912	\$ -	\$ 11,579	\$ 18,333
Total amounts	<u>\$ 29,912</u>	<u>\$ -</u>	<u>\$ 11,579</u>	<u>\$ 18,333</u>

The future minimum lease payments are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>
2014	\$ 11,579
2015	<u>6,754</u>
	<u>\$ 18,333</u>

The City entered into a contract with the Hattiesburg Convention Commission and the Hattiesburg Tourism Commission during fiscal year 2010 for the management of the Hattiesburg Zoo at Kamper Park. During fiscal year 2012, the City paid \$799,124 in management fees through the month of May pursuant to this agreement. In May 2012, a new agreement was entered into with the Convention Commission that allowed for the Commission to accept full financial responsibility for any subsidy requirement necessary for operations of the Hattiesburg Zoo, thus ending the monthly management fee as contained in the original contract. Six months prior to the end date of the contract (September 30, 2015), all parties agree to review the financial status of the Zoo operations and work out a new financial plan if necessary.

NOTE 24 - SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2013 through June 26, 2014, which is the date the financial statements were available to be issued. The following subsequent events were noted:

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 24 - SUBSEQUENT EVENTS (Cont.)

Major Purchases - In September 2011, the City Council authorized a \$100,000 down payment on the purchase of InterAct Public Safety software that will allow for the City to achieve interoperability with other law enforcement agencies as well as allowing for improved accountability, efficiencies and access to information by law enforcement personnel. The total cost of the system is projected to be \$796,589, and the City anticipates the utilization of lease-purchase financing, with monthly principal and interest payments projected to begin during fiscal year 2014 after the installation of the system.

Wastewater Treatment Agreement - On January 21, 2014, the City executed an agreement for the treatment of wastewater with Groundworx, LLC. This agreement cited Mississippi House Bill No. 1529 that authorized the City to contract with private parties for the disposal and/or treatment of wastewater, and under the terms of the executed agreement, the Groundworx will design, construct, own, operate, and maintain a land treatment system and related facilities for collecting, receiving, storing, transporting, treating and/or disposing of the City's wastewater. Pursuant to this agreement, it was anticipated that the City would adopt and maintain in effect a comprehensive sewer use ordinance that is compatible and in conformity with the EPA, MDEQ, and any other governmental body having legal authority to set such standards and restrictions for publicly owned treatment works of similar size and character, and the agreement noted that this ordinance is subject to periodic reviews and revisions, if necessary.

The guaranteed maximum price for the construction and development of this system is \$137,100,000. When the treatment system becomes operational, the projected annual treatment system budget is projected to approximate \$16.6 million, including a debt service component of approximately \$10 million that is based upon Groundworx's projected annual debt service requirements for the anticipated \$141,125,000 Series 2014 Taxable Revenue Bonds. These bonds were projected to be amortized at an average coupon rate approximating 5.50% over a thirty year period, with the final payments due in fiscal year 2044. During the system's planned two year construction phase, the City's required payments were to have been limited to funding the interest portion of the Series 2014 Taxable Revenue Bonds, projected to approximate \$3.8 million payable at six month intervals for the two year period beginning in late 2014.

On February 18, 2014, the City Council adopted a revised sewer rate structure that was calculated to fund these projected interest payments with incremental increases to sewer charges that were previously set at 100% of water billings. The City's adopted water rates established for September, 2014 – 2017 were \$11.03/1,000 gallons (2014), \$12.13/1,000 gallons (2015), \$13.34/1,000 gallons (2016), and \$14.01/1,000 gallons (2017). Corresponding sewer rates were set at 100% of water rates for these annual adjustments. With the February, 2014 amendments to the rate ordinances, these rates were projected to be set at \$26.69/1,000 gallons, or 220% of water rate (2015), \$27.35/1,000 gallons, or 205% of water rate (2016), and \$32.64, or 233% of water rate (2017).

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 24 - SUBSEQUENT EVENTS (Cont.)

Additionally at the February 18, 2014 meeting, the City Council amended the water and sewer ordinance that contained the City's water system cut-off policy in order to set a 45 day provision for the cut-off of water due to the delinquent status of billings.

The above described rate increases were subsequently vetoed by the Mayor based upon his desire to pursue a local option sales tax to supplement user fees to fund waste water treatment expenses. In March, 2014 an effort was made to introduce legislation that would impose an additional 1% local sales tax in order to provide supplemental funding for infrastructure improvements, including sewer treatment facilities, but this proposed local and private bill was never brought up for a vote during the 2014 State of Mississippi legislative session.

On June 19, 2014, Groundworx, LLC filed a civil suit in Forrest County Chancery Court alleging breach of contract by the City regarding the creation of a revenue stream to retire the expected debt to be incurred by Groundworx in conjunction with the above-noted contract. The suit is seeking an injunction to enjoin the City from terminating the contract and asks for compensatory damages to cover costs and expenses already incurred by the Groundworx, LLC.

A July 15, 2014 evidentiary hearing date has been set for the Mississippi Department of Environmental Quality to review the application process followed by Groundworx in obtaining their permit to dispose of the City's waste water. Three citizens, including a member of the City Council, have requested this review, citing problems with the permitting process.

Contracts for TIF Financing - In March 2014 the City Council authorized the issuance of TIF bonds not to exceed \$2,990,000 for the Southern Pointe Project. Additionally, on May 6, 2014 a TIF financing plan for the Midtown Hattiesburg Project, a proposed mixed-use district located in the area of Forrest General Hospital, Hattiesburg Clinic, and the University of Southern Mississippi. This financing plan authorizes the issuance of up to \$15 million in bonds for infrastructure improvements in the area.

Issuance of Water and Sewer Revenue Bonds - In December, 2013 the City issued \$28,000,000 in Water and Sewer Revenue Bonds (Mississippi Development Bank Special Obligation Bonds, Series 2013) for the purposes of refunding the City's General Obligation Note, Series 2013 (\$3,000,000) and providing for the funding for repairing, improving, and extending the water and sewer system. These bonds are to be amortized over a twenty-five year period with semi-annual interest and annual principal payments, with the first principal payment due December 1, 2014 and the final payment due December 1, 2038. The average total annual debt service payment amount is \$1,993,945, the average life of the bonds is 17.586 years, and the average coupon rate on these bonds is approximately 4.44%.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 24 - SUBSEQUENT EVENTS (Cont.)

Litigation - In October 2013, the City paid a \$15,000 sum as a result of litigation that was settled in federal court. As a result of this case, the City subsequently paid a total of approximately \$168,000 in legal fees and court costs.

On June 25, 2014, the Arbitrator of the Precision Construction, LLC vs. City of Hattiesburg litigation ruled that the City materially breached a 592 Program Sewer Rehabilitation contract held with Precision Construction. As a result of this ruling, Precision Construction is entitled to payment for work performed and to lost profits in the total amount of \$843,930. As of the report date, the Arbitrator has not determined the extent of legal fees that may be owed by the City as a result of this litigation.

***REQUIRED SUPPLEMENTARY INFORMATION
(UNAUDITED)***

SCHEDULE 1
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CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
REVENUES		
Intergovernmental:		
Federal grants	\$ 718,771	\$ 2,121,823
State grants	278,420	446,600
State - shared revenue	20,456,000	20,881,754
County - shared revenue	66,000	66,000
General property taxes	12,285,000	12,355,000
Other taxes	28,000	31,000
Licenses and permits	4,440,000	4,445,000
Charges for services:		
Public safety	190,000	219,680
Streets	20,100	20,100
Sanitation	2,220,000	2,220,000
Fines and forfeitures	1,602,000	1,602,000
Miscellaneous	200,350	205,350
Non-revenue receipts	1,021,400	1,949,512
Total revenues	43,526,041	46,563,819
EXPENDITURES		
General government:		
Personnel	3,836,918	3,861,293
Supplies and expenses	194,638	215,059
Other services and charges	2,938,572	3,114,815
Capital outlays	319,500	759,854
Total general government	7,289,628	7,951,021
Police Department:		
Personnel	9,150,415	9,167,295
Supplies and expenses	746,641	815,021
Other services and charges	484,291	517,825
Capital outlays	564,440	909,311
Total police department	10,945,787	11,409,452
Police and fire training:		
Personnel	33,433	33,395
Supplies and expenses	146,368	179,378
Other services and charges	122,764	133,287
Capital outlays	-	74,694
Total police and fire training	302,565	420,754

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ 878,700	\$ (1,243,123)
509,238	62,638
21,885,920	1,004,166
69,075	3,075
12,387,189	32,189
31,287	287
4,459,098	14,098
235,337	15,657
14,957	(5,143)
2,202,980	(17,020)
1,717,456	115,456
581,098	375,748
1,028,987	(920,525)
<u>46,001,322</u>	<u>(562,497)</u>
3,494,207	367,086
166,354	48,705
2,387,200	727,615
446,398	313,456
<u>6,494,159</u>	<u>1,456,862</u>
8,514,128	653,167
758,424	56,597
453,690	64,135
869,361	39,950
<u>10,595,603</u>	<u>813,849</u>
31,932	1,463
148,145	31,233
116,730	16,557
74,694	-
<u>371,501</u>	<u>49,253</u>

SCHEDULE 1
PAGE 2 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
<i>EXPENDITURES (Cont.)</i>		
Fire Department:		
Personnel	\$ 6,606,588	\$ 6,710,708
Supplies and expenses	368,855	373,855
Other services and charges	317,095	307,895
Capital outlays	-	23,000
Total fire department	<u>7,292,538</u>	<u>7,415,458</u>
Land development administration:		
Personnel	542,694	551,104
Supplies and expenses	31,397	35,069
Other services and charges	55,572	57,722
Capital outlays	42,000	40,000
Total land development administration	<u>671,663</u>	<u>683,895</u>
Public safety contractual services:		
Personnel	162,940	211,950
Supplies and expenses	-	-
Other services and charges	1,512,445	2,253,379
Capital outlays	-	-
Total public safety contractual services	<u>1,675,385</u>	<u>2,465,329</u>
Public services:		
Personnel	5,732,959	5,721,286
Supplies and expenses	1,412,283	1,651,063
Other services and charges	3,229,737	4,574,987
Capital outlays	1,030,845	1,349,249
Total public services	<u>11,405,824</u>	<u>13,296,585</u>
Animal Control:		
Personnel	126,599	126,809
Supplies and expenses	23,950	23,950
Other services and charges	123,073	123,073
Capital outlays	-	-
Total animal control	<u>273,622</u>	<u>273,832</u>

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ 6,489,542	\$ 221,166
293,361	80,494
264,414	43,481
20,380	2,620
<u>7,067,697</u>	<u>347,761</u>
520,525	30,579
29,528	5,541
35,985	21,737
35,084	4,916
<u>621,122</u>	<u>62,773</u>
193,297	18,653
-	-
1,939,376	314,003
-	-
<u>2,132,673</u>	<u>332,656</u>
5,031,703	689,583
1,400,296	250,767
4,000,060	574,927
663,675	685,574
<u>11,095,734</u>	<u>2,200,851</u>
103,159	23,650
15,735	8,215
121,014	2,059
-	-
<u>239,908</u>	<u>33,924</u>

SCHEDULE 1
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CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
<i>EXPENDITURES (Cont.)</i>		
Human/social assistance:		
Personnel	\$ -	\$ -
Supplies and expenses	-	-
Other services and charges	159,500	159,500
Capital outlays	-	-
Total human/social assistance	<u>159,500</u>	<u>159,500</u>
Economic development:		
Personnel	-	-
Supplies and expenses	-	-
Other services and charges	160,000	160,000
Capital outlays	-	-
Total economic development	<u>160,000</u>	<u>160,000</u>
Airport:		
Personnel	96,630	100,513
Supplies and expenses	56,198	56,198
Other services and charges	72,975	61,975
Capital outlays	-	11,000
Total airport	<u>225,803</u>	<u>229,686</u>
Cemetery:		
Personnel	613,452	640,773
Supplies and expenses	89,350	110,113
Other services and charges	53,350	53,350
Capital outlays	79,500	79,500
Total cemetery	<u>835,652</u>	<u>883,736</u>
Parking garages:		
Personnel	191,979	193,692
Supplies and expenses	7,250	7,250
Other services and charges	82,402	85,539
Capital outlays	10,000	80,000
Total parking garages	<u>291,631</u>	<u>366,481</u>

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ -	\$ -
-	-
152,293	7,207
-	-
<u>152,293</u>	<u>7,207</u>
-	-
-	-
160,000	-
-	-
<u>160,000</u>	<u>-</u>
97,807	2,706
36,640	19,558
41,275	20,700
10,082	918
<u>185,804</u>	<u>43,882</u>
610,935	29,838
100,212	9,901
45,042	8,308
15,916	63,584
<u>772,105</u>	<u>111,631</u>
182,470	11,222
4,272	2,978
40,061	45,478
10,000	70,000
<u>236,803</u>	<u>129,678</u>

SCHEDULE 1
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CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
<i>EXPENDITURES (Cont.)</i>		
Debt service:		
Principal payments	\$ 1,741,550	\$ 1,792,550
Interest payments	191,175	195,675
Total debt service	<u>1,932,725</u>	<u>1,988,225</u>
<i>Total expenditures</i>	<u>43,462,323</u>	<u>47,703,954</u>
<i>Excess (deficiency) of revenues over expenditures</i>	63,718	(1,140,135)
<i>OTHER FINANCING SOURCES (USES)</i>		
Transfers in	794,475	814,475
Transfers out	<u>(3,187,234)</u>	<u>(3,307,234)</u>
<i>Total other financing sources (uses)</i>	<u>(2,392,759)</u>	<u>(2,492,759)</u>
<i>NET CHANGE IN FUND BALANCES</i>	(2,329,041)	(3,632,894)
Fund balances - beginning (Non-GAAP Budgetary Basis)	<u>4,600,000</u>	<u>4,831,301</u>
Fund balances - ending (Non-GAAP Budgetary Basis)	<u>\$ 2,270,959</u>	<u>\$ 1,198,407</u>
<i>ADJUSTMENTS:</i>		
To adjust for sales tax accrual		
To adjust for other receivables/accruals		
Fund balances - ending (GAAP Basis)		

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ 1,628,555	\$ 163,995
176,630	19,045
<u>1,805,185</u>	<u>183,040</u>
<u>41,930,587</u>	<u>5,773,367</u>
4,070,735	5,210,870
650,622	(163,853)
(2,914,016)	393,218
<u>(2,263,394)</u>	<u>229,365</u>
1,807,341	<u>\$ 5,440,235</u>
<u>4,831,301</u>	
6,638,642	
82,532	
<u>955,445</u>	
<u>\$ 7,676,619</u>	

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - BASIS OF PRESENTATION

The Budgetary Comparison Schedule (the Schedule) presents the original legally adopted budget, the final legally adopted budget, the actual amounts on the budgetary cash basis, and variances between the final budget and the actual amounts. The Schedule is a part of required supplementary information. As disclosed in Note 1, Section F to the financial statements, the Schedule is presented in the Mississippi State Department of Audit's prescribed format.

NOTE 2 - BUDGET/GAAP RECONCILIATION

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The budget to GAAP reconciliation is shown at the bottom of Schedule 1.

SCHEDULE 2

CITY OF HATTIESBURG, MISSISSIPPI

**Schedule of Funding Progress
Policemen & Firemen Retirement System
Last Ten Fiscal Years
Year Ended September 30, 2013
(\$ in Thousands)**

Plan Year Ended	(1) Actuarial Value of Assets	(2) Actuarial Liability (AAL) Entry Age	(3) Percent Funded (1) / (2)	(4) Unfunded AAL (2) – (1)	(5) Annual Covered Payroll	(6) Unfunded AAL As A Percentage Of Covered Payroll (4) / (5)
9/30/04	\$ 25,229	\$ 37,084	68.0%	\$ 11,855	\$ 793	1495.0%
9/30/05	24,095	36,792	65.5%	12,697	695	1826.9%
9/30/06	24,458	37,377	65.4%	12,919	510	2533.1%
9/30/07	25,345	37,638	67.3%	12,293	442	2781.2%
9/30/08	25,543	37,347	68.4%	11,804	289	4084.4%
9/30/09	24,340	39,166	62.1%	14,826	308	4813.6%
9/30/10	22,892	38,779	59.0%	15,887	260	6110.4%
9/30/11	21,940	38,274	57.3%	16,334	210	7778.1%
9/30/12	20,487	37,820	54.2%	17,333	156	11110.9%
9/30/13	19,968	37,105	53.8%	17,137	94	18172.8%

The accompanying notes are an integral part of this schedule.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE SCHEDULE OF FUNDING PROGRESS –
POLICEMEN & FIREMEN RETIREMENT SYSTEM
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - ACTUARIAL ASSUMPTIONS

Presented below are the actuarial assumptions used for the most recent five years presented in the analysis of funding progress:

Actuarial Assumptions 2009

Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	25 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%

Actuarial Assumptions 2010

Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	24 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE SCHEDULE OF FUNDING PROGRESS –
POLICEMEN & FIREMEN RETIREMENT SYSTEM
PAGE TWO
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - ACTUARIAL ASSUMPTIONS (Cont.)

Actuarial Assumptions 2011	
Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	23 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%
Actuarial Assumptions 2012	
Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	22 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE SCHEDULE OF FUNDING PROGRESS –
POLICEMEN & FIREMEN RETIREMENT SYSTEM
PAGE THREE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - ACTUARIAL ASSUMPTIONS (Cont.)

Actuarial Assumptions 2013	
Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	21 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%
Cost of living adjustments	2.50% per year, not to exceed 30%.

SUPPLEMENTARY INFORMATION

SCHEDULE 3

CITY OF HATTIESBURG, MISSISSIPPI

**Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2013**

	Special Revenue Funds (Schedule 5)	Debt Service Funds (Schedule 7)
ASSETS		
Cash and cash equivalents	\$ 3,019,631	\$ 3,383,374
Due from other funds	816,886	-
Intergovernmental receivable	900,507	-
Other receivables	22,988	-
Property taxes receivable	1,007,286	2,820,407
Total assets	\$ 5,767,298	\$ 6,203,781
LIABILITIES		
Accounts payable	\$ 287,312	\$ -
Due to other funds	282,231	-
Other liabilities	1,050,520	-
Advances from other funds	300,000	-
Total liabilities	1,920,063	-
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue-property taxes	1,000,000	2,800,000
	1,000,000	2,800,000
FUND BALANCES		
Restricted:		
Fire protection	30,951	-
Street improvements and repairs	611,106	-
Law enforcement	215,249	-
Airport projects	264,625	-
Mass transit	304,614	-
Debt service	-	3,403,781
Parks and recreation projects	-	-
Committed:		
Parks and recreation	576,971	-
Fire protection	855,318	-
Street improvements and repairs	3,629	-
Law enforcement	30,332	-
Unassigned		
	(45,560)	-
Total fund balances	2,847,235	3,403,781
Total liabilities, deferred inflows of resources, and fund balances	\$ 5,767,298	\$ 6,203,781

Capital Project Funds (Schedule 9)	Total Nonmajor Governmental Funds (Exhibit C)
\$ 257,395	\$ 6,660,400
-	816,886
-	900,507
-	22,988
-	3,827,693
<u>\$ 257,395</u>	<u>\$ 12,228,474</u>
\$ -	\$ 287,312
-	282,231
-	1,050,520
-	300,000
<u>-</u>	<u>1,920,063</u>
-	3,800,000
<u>-</u>	<u>3,800,000</u>
-	30,951
-	611,106
-	215,249
-	264,625
-	304,614
-	3,403,781
257,395	257,395
-	576,971
-	855,318
-	3,629
-	30,332
-	(45,560)
<u>257,395</u>	<u>6,508,411</u>
<u>\$ 257,395</u>	<u>\$ 12,228,474</u>

SCHEDULE 4

CITY OF HATTIESBURG, MISSISSIPPI

**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended September 30, 2013**

	Special Revenue Funds (Schedule 6)	Debt Service Funds (Schedule 8)
REVENUES		
General property taxes	\$ 1,027,980	\$ 3,706,798
Fines, forfeitures and penalties	69,504	-
Interest, rents and concessions	7,365	41,557
Intergovernmental	6,214,942	230,695
Charges for services	198,791	-
Other revenues	962,390	217,285
Total revenues	<u>8,480,972</u>	<u>4,196,335</u>
EXPENDITURES		
Current:		
Public safety	235,797	-
Public services	4,301,448	-
Other services	530,042	106,588
Mass transit	1,110,275	-
Culture and recreation	4,381,016	-
Human/social assistance	718,030	-
Debt service:		
Principal payments	172,844	3,952,345
Interest and fiscal charges	29,227	947,782
Total expenditures	<u>11,478,679</u>	<u>5,006,715</u>
Excess (deficiency) of revenues over expenditures	(2,997,707)	(810,380)
OTHER FINANCING SOURCES (USES)		
Transfers in	3,307,234	399,384
Transfers out	-	-
Other sources	8,571	-
Total other financing sources (uses)	<u>3,315,805</u>	<u>399,384</u>
NET CHANGE IN FUND BALANCES	318,098	(410,996)
Fund balances - beginning	2,728,516	3,814,777
Prior period adjustment	(199,379)	-
Fund balances - beginning, as adjusted	<u>2,529,137</u>	<u>3,814,777</u>
Fund balances - ending	<u>\$ 2,847,235</u>	<u>\$ 3,403,781</u>

Capital Project Funds (Schedule 10)	Total Nonmajor Governmental Funds (Exhibit D)
\$ -	\$ 4,734,778
-	69,504
304	49,226
6,346	6,451,983
-	198,791
-	1,179,675
<u>6,650</u>	<u>12,683,957</u>
-	235,797
-	4,301,448
-	636,630
-	1,110,275
131,660	4,512,676
-	718,030
-	4,125,189
-	977,009
<u>131,660</u>	<u>16,617,054</u>
(125,010)	(3,933,097)
-	3,706,618
(49)	(49)
-	8,571
<u>(49)</u>	<u>3,715,140</u>
(125,059)	(217,957)
382,454	6,925,747
-	(199,379)
<u>382,454</u>	<u>6,726,368</u>
<u>\$ 257,395</u>	<u>\$ 6,508,411</u>

SCHEDULE 5

CITY OF HATTIESBURG, MISSISSIPPI

Combining Balance Sheet
Nonmajor Special Revenue Funds
September 30, 2013

	PARKS & RECREATION	MUNICIPAL FIRE PROTECTION	SPECIAL STREET	POLICE FORFEITURES	AIRPORT IMPROVEMENT	MUNICIPAL ROAD & BRIDGE
ASSETS						
Cash and cash equivalents	\$ 558,391	\$ 886,080	\$ 102,281	\$ 271,514	\$ 58,877	\$ 278,442
Due from other funds	-	189	-	2,078	-	-
Intergovernmental receivables	-	-	-	-	385,386	460,912
Other receivables	-	-	-	850	5,362	16,776
Property taxes receivable	805,834	-	-	-	-	-
Total assets	\$ 1,364,225	\$ 886,269	\$ 102,281	\$ 274,442	\$ 449,625	\$ 756,130
LIABILITIES						
Accounts payable	\$ 11,533	\$ -	\$ -	\$ -	\$ -	\$ 243,676
Due to other funds	49,408	-	-	-	185,000	-
Other liabilities	-	-	-	28,861	-	-
Advances from other funds	-	-	-	-	-	-
Total liabilities	60,941	-	-	28,861	185,000	243,676
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue-property taxes	800,000	-	-	-	-	-
Total deferred inflows of resources	800,000	-	-	-	-	-
FUND BALANCES						
Restricted:						
Fire protection	-	30,951	-	-	-	-
Street improvements and repairs	-	-	98,652	-	-	512,454
Law enforcement	-	-	-	215,249	-	-
Airport projects	-	-	-	-	264,625	-
Mass transit	-	-	-	-	-	-
Committed:						
Parks and recreation	503,284	-	-	-	-	-
Fire protection	-	855,318	-	-	-	-
Street improvements and repairs	-	-	3,629	-	-	-
Law enforcement	-	-	-	30,332	-	-
Unassigned	-	-	-	-	-	-
Total fund balances	503,284	886,269	102,281	245,581	264,625	512,454
Total liabilities, deferred inflows of resources, and fund balances	\$ 1,364,225	\$ 886,269	\$ 102,281	\$ 274,442	\$ 449,625	\$ 756,130

MASS TRANSIT OPERATING	COMMUNITY CENTERS	CDBG FUND	GROUP INSURANCE	TOTAL
\$ 298,075	\$ 112,543	\$ 271,845	\$ 181,583	\$ 3,019,631
-	-	-	814,619	816,886
37,665	-	16,544	-	900,507
-	-	-	-	22,988
201,452	-	-	-	1,007,286
<u>\$ 537,192</u>	<u>\$ 112,543</u>	<u>\$ 288,389</u>	<u>\$ 996,202</u>	<u>\$ 5,767,298</u>
\$ 3,854	\$ 184	\$ 28,065	\$ -	\$ 287,312
28,724	13,215	5,884	-	282,231
-	25,457	-	996,202	1,050,520
-	-	300,000	-	300,000
<u>32,578</u>	<u>38,856</u>	<u>333,949</u>	<u>996,202</u>	<u>1,920,063</u>
200,000	-	-	-	1,000,000
<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,000,000</u>
-	-	-	-	30,951
-	-	-	-	611,106
-	-	-	-	215,249
-	-	-	-	264,625
304,614	-	-	-	304,614
-	73,687	-	-	576,971
-	-	-	-	855,318
-	-	-	-	3,629
-	-	-	-	30,332
-	-	(45,560)	-	(45,560)
<u>304,614</u>	<u>73,687</u>	<u>(45,560)</u>	<u>-</u>	<u>2,847,235</u>
<u>\$ 537,192</u>	<u>\$ 112,543</u>	<u>\$ 288,389</u>	<u>\$ 996,202</u>	<u>\$ 5,767,298</u>

SCHEDULE 6

CITY OF HATTIESBURG, MISSISSIPPI

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Special Revenue Funds
Year Ended September 30, 2013

	<u>PARKS & RECREATION</u>	<u>MUNICIPAL FIRE PROTECTION</u>	<u>SPECIAL STREET</u>	<u>POLICE FORFEITURES</u>	<u>AIRPORT IMPROVEMENT</u>	<u>MUNICIPAL ROAD & BRIDGE</u>
REVENUES						
General property taxes	\$ 823,113	\$ -	\$ -	\$ -	\$ -	\$ -
Fines, forfeitures and penalties	-	1,730	-	67,774	-	-
Interest, rents and concessions	1,376	3,956	1,235	79	118	2
Intergovernmental	88,147	245,107	54,522	-	524,573	3,907,221
Charges for services	33,882	95,652	-	9,602	-	-
Other revenues	344,820	275	-	-	25,985	181,000
Total revenues	<u>1,291,338</u>	<u>346,720</u>	<u>55,757</u>	<u>77,455</u>	<u>550,676</u>	<u>4,088,223</u>
EXPENDITURES						
Current:						
Public safety	-	149,614	-	86,183	-	-
Public services	-	-	159,472	-	-	4,141,976
Other services	-	-	-	-	520,786	-
Mass transit	-	-	-	-	-	-
Culture and recreation	3,089,535	-	-	-	-	-
Human/social assistance	-	-	-	-	-	-
Debt service:						
Principal payments	-	148,551	-	-	-	24,293
Interest and fiscal charges	-	23,537	-	-	-	5,690
Total expenditures	<u>3,089,535</u>	<u>321,702</u>	<u>159,472</u>	<u>86,183</u>	<u>520,786</u>	<u>4,171,959</u>
Excess (deficiency) of revenues over expenditures	(1,798,197)	25,018	(103,715)	(8,728)	29,890	(83,736)
OTHER FINANCING SOURCES						
Transfers in	2,102,234	-	-	-	100,000	-
Other sources	-	-	-	-	-	1,132
Total other financing sources	<u>2,102,234</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>1,132</u>
NET CHANGE IN FUND BALANCES	304,037	25,018	(103,715)	(8,728)	129,890	(82,604)
Fund balances - beginning	199,247	861,251	205,996	254,309	134,735	595,058
Prior period adjustment	-	-	-	-	-	-
Fund balances - beginning, as adjusted	<u>199,247</u>	<u>861,251</u>	<u>205,996</u>	<u>254,309</u>	<u>134,735</u>	<u>595,058</u>
Fund balances - ending	<u>\$ 503,284</u>	<u>\$ 886,269</u>	<u>\$ 102,281</u>	<u>\$ 245,581</u>	<u>\$ 264,625</u>	<u>\$ 512,454</u>

MASS TRANSIT OPERATING	COMMUNITY CENTERS	CDBG FUND	GROUP INSURANCE	TOTAL
\$ 204,867	\$ -	\$ -	\$ -	\$ 1,027,980
-	-	-	-	69,504
292	307	-	-	7,365
729,567	-	665,805	-	6,214,942
43,828	15,827	-	-	198,791
-	410,310	-	-	962,390
978,554	426,444	665,805	-	8,480,972
-	-	-	-	235,797
-	-	-	-	4,301,448
-	-	9,256	-	530,042
1,110,275	-	-	-	1,110,275
-	1,291,481	-	-	4,381,016
-	-	718,030	-	718,030
-	-	-	-	172,844
-	-	-	-	29,227
1,110,275	1,291,481	727,286	-	11,478,679
(131,721)	(865,037)	(61,481)	-	(2,997,707)
335,000	770,000	-	-	3,307,234
7,414	25	-	-	8,571
342,414	770,025	-	-	3,315,805
210,693	(95,012)	(61,481)	-	318,098
93,921	168,699	15,921	199,379	2,728,516
-	-	-	(199,379)	(199,379)
93,921	168,699	15,921	-	2,529,137
\$ 304,614	\$ 73,687	\$ (45,560)	\$ -	\$ 2,847,235

SCHEDULE 7

CITY OF HATTIESBURG, MISSISSIPPI

Combining Balance Sheet
Nonmajor Debt Service Funds
September 30, 2013

	1999 TIF BOND AND INTEREST	CITY BOND AND INTEREST	2002 TIF BOND AND INTEREST SOUTHERN POINTE	2004 TIF BOND AND INTEREST HOME DEPOT	2003 TIF BOND AND INTEREST CHAUVET SQUARE	2007 TIF BOND AND INTEREST TURTLE CROSSING	2008 TIF BOND AND INTEREST LINCOLN CENTER	2012 TIF BOND AND INTEREST KOHL'S	TOTAL
ASSETS									
Cash and cash equivalents	\$ 74,590	\$ 2,616,326	\$ 14,629	\$ 122,495	\$ 151,289	\$ 251,063	\$ 130,456	\$ 22,526	\$ 3,383,374
Property taxes receivable	-	2,820,407	-	-	-	-	-	-	2,820,407
Total assets	<u>\$ 74,590</u>	<u>\$ 5,436,733</u>	<u>\$ 14,629</u>	<u>\$ 122,495</u>	<u>\$ 151,289</u>	<u>\$ 251,063</u>	<u>\$ 130,456</u>	<u>\$ 22,526</u>	<u>\$ 6,203,781</u>
DEFERRED INFLOWS OF RESOURCES									
Unavailable revenue-property taxes	\$ -	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000
Total deferred inflows of resources	<u>-</u>	<u>2,800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,800,000</u>
FUND BALANCES									
Restricted:									
Debt service	<u>74,590</u>	<u>2,636,733</u>	<u>14,629</u>	<u>122,495</u>	<u>151,289</u>	<u>251,063</u>	<u>130,456</u>	<u>22,526</u>	<u>3,403,781</u>
Total fund balances	<u>74,590</u>	<u>2,636,733</u>	<u>14,629</u>	<u>122,495</u>	<u>151,289</u>	<u>251,063</u>	<u>130,456</u>	<u>22,526</u>	<u>3,403,781</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 74,590</u>	<u>\$ 5,436,733</u>	<u>\$ 14,629</u>	<u>\$ 122,495</u>	<u>\$ 151,289</u>	<u>\$ 251,063</u>	<u>\$ 130,456</u>	<u>\$ 22,526</u>	<u>\$ 6,203,781</u>

SCHEDULE 8

CITY OF HATTIESBURG, MISSISSIPPI

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Debt Service Funds
Year Ended September 30, 2013

	1999 TIF BOND AND INTEREST	CITY BOND AND INTEREST	2002 TIF BOND AND INTEREST SOUTHERN POINTE	2004 TIF BOND AND INTEREST HOME DEPOT	2003 TIF BOND AND INTEREST CHAUVET SQUARE	2007 TIF BOND AND INTEREST TURTLE CROSSING	2008 TIF BOND AND INTEREST LINCOLN CENTER	2012 TIF BOND AND INTEREST KOHL'S	TOTAL
REVENUES									
General property taxes	\$ 68,300	\$ 2,880,980	\$ -	\$ 57,051	\$ 203,625	\$ 360,899	\$ 67,533	\$ 68,410	\$ 3,706,798
Interest, rents and concessions	35	1,623	39,310	83	123	262	103	18	41,557
Intergovernmental	-	63,617	-	26,184	-	108,694	-	32,200	230,695
Other revenues	-	217,285	-	-	-	-	-	-	217,285
Total revenues	<u>68,335</u>	<u>3,163,505</u>	<u>39,310</u>	<u>83,318</u>	<u>203,748</u>	<u>469,855</u>	<u>67,636</u>	<u>100,628</u>	<u>4,196,335</u>
EXPENDITURES									
Current:									
Other services	-	106,553	35	-	-	-	-	-	106,588
Debt service:									
Principal payments	55,000	3,262,345	85,000	75,000	95,000	285,000	35,000	60,000	3,952,345
Interest and fiscal charges	10,928	616,708	4,375	9,095	99,210	153,276	20,250	33,940	947,782
Total expenditures	<u>65,928</u>	<u>3,985,606</u>	<u>89,410</u>	<u>84,095</u>	<u>194,210</u>	<u>438,276</u>	<u>55,250</u>	<u>93,940</u>	<u>5,006,715</u>
Excess (deficiency) of revenues over expenditures	2,407	(822,101)	(50,100)	(777)	9,538	31,579	12,386	6,688	(810,380)
OTHER FINANCING SOURCES									
Transfers in	-	399,335	-	-	-	-	-	49	399,384
Total other financing sources	<u>-</u>	<u>399,335</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>49</u>	<u>399,384</u>
NET CHANGE IN FUND BALANCES	2,407	(422,766)	(50,100)	(777)	9,538	31,579	12,386	6,737	(410,996)
Fund balances - beginning	<u>72,183</u>	<u>3,059,499</u>	<u>64,729</u>	<u>123,272</u>	<u>141,751</u>	<u>219,484</u>	<u>118,070</u>	<u>15,789</u>	<u>3,814,777</u>
Fund balances - ending	<u>\$ 74,590</u>	<u>\$ 2,636,733</u>	<u>\$ 14,629</u>	<u>\$ 122,495</u>	<u>\$ 151,289</u>	<u>\$ 251,063</u>	<u>\$ 130,456</u>	<u>\$ 22,526</u>	<u>\$ 3,403,781</u>

SCHEDULE 9

CITY OF HATTIESBURG, MISSISSIPPI

Combining Balance Sheet
Nonmajor Capital Project Funds
September 30, 2013

	MISSISSIPPI DEVELOPMENT BANK PROJECT	2001 BOND CONSTRUCTION	2011 TURTLE CROSSING CONSTRUCTION	KAMPER PARK/ZOO IMPROVEMENTS	TOTAL
ASSETS					
Cash and cash equivalents	\$ 109,797	\$ 145,361	\$ -	\$ 2,237	\$ 257,395
Total assets	<u>\$ 109,797</u>	<u>\$ 145,361</u>	<u>\$ -</u>	<u>\$ 2,237</u>	<u>\$ 257,395</u>
LIABILITIES					
	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCES					
Restricted:					
Parks and recreation projects	109,797	145,361	-	2,237	257,395
Total fund balances	<u>109,797</u>	<u>145,361</u>	<u>-</u>	<u>2,237</u>	<u>257,395</u>
Total liabilities and fund balances	<u>\$ 109,797</u>	<u>\$ 145,361</u>	<u>\$ -</u>	<u>\$ 2,237</u>	<u>\$ 257,395</u>

SCHEDULE 10

CITY OF HATTIESBURG, MISSISSIPPI

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Capital Project Funds
Year Ended September 30, 2013

	MISSISSIPPI DEVELOPMENT BANK PROJECT	2001 BOND CONSTRUCTION	2011 TURTLE CROSSING CONSTRUCTION	KAMPER PARK/ZOO IMPROVEMENTS	TOTAL
REVENUES					
Interest, rents and concessions	\$ 93	\$ 180	\$ -	\$ 31	\$ 304
Intergovernmental	6,346	-	-	-	6,346
Total revenues	<u>6,439</u>	<u>180</u>	<u>-</u>	<u>31</u>	<u>6,650</u>
EXPENDITURES					
Current:					
Culture and recreation	<u>5,492</u>	<u>42,268</u>	<u>-</u>	<u>83,900</u>	<u>131,660</u>
Total expenditures	<u>5,492</u>	<u>42,268</u>	<u>-</u>	<u>83,900</u>	<u>131,660</u>
Excess (deficiency) of revenues over expenditures	947	(42,088)	-	(83,869)	(125,010)
OTHER FINANCING SOURCES (USES)					
Transfers out	<u>-</u>	<u>-</u>	<u>(49)</u>	<u>-</u>	<u>(49)</u>
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(49)</u>	<u>-</u>	<u>(49)</u>
NET CHANGE IN FUND BALANCES	947	(42,088)	(49)	(83,869)	(125,059)
Fund balances - beginning	<u>108,850</u>	<u>187,449</u>	<u>49</u>	<u>86,106</u>	<u>382,454</u>
Fund balances - ending	<u>\$ 109,797</u>	<u>\$ 145,361</u>	<u>\$ -</u>	<u>\$ 2,237</u>	<u>\$ 257,395</u>

SCHEDULE 11

PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Departmental Expenditures - Budgetary Basis
General Fund
Year Ended September 30, 2013**

	PERSONAL SERVICES	SUPPLIES & EXPENSES
GENERAL GOVERNMENT		
City Council	\$ 198,040	\$ 2,029
Mayor/Administration	544,637	8,120
Elections	-	3,833
Municipal Clerk	150,804	3,541
Accounting Division	260,417	3,662
Purchasing Division	133,325	3,578
City Attorney	92,826	-
Human Resources Division	165,404	7,352
Loss Control Division	104,650	3,673
Planning Division	401,748	22,871
Data Processing	382,533	51,917
Metro Planning	200,795	9,006
General Government Building	-	16,445
General Government - Other	1,961	820
Intermodal Facility	-	10,906
Federal Grant Administration	75,706	2,175
City Court	781,361	16,426
Total General Government	3,494,207	166,354
PUBLIC SAFETY		
Police Department	8,514,128	758,424
Police and Fire Training	31,932	148,145
Fire Department	6,489,542	293,361
Land Use Code	520,525	29,528
Contractual Services	193,297	-
Total Public Safety	15,749,424	1,229,458
PUBLIC SERVICE		
Traffic Maintenance	302,873	184,586
Street Division	1,381,252	419,644
Street Lights	-	-
Engineering	323,674	17,119
Shop Division	408,327	40,867
Garage and Office	264,796	11,027
Drainage Division	174,932	53,126
Construction Division	595,465	191,832
Sanitation Division	1,147,483	325,288
Street Cleaning Division	63,446	13,200
Public Works – Health Division	369,455	143,607
Total Public Service	5,031,703	1,400,296

OTHER SERVICES/ CHARGES	CAPITAL OUTLAYS	DEBT SERVICE	TOTAL
\$ 102,981	\$ 41,521	\$ -	\$ 344,571
75,830	-	-	628,587
94,239	-	-	98,072
22,219	-	-	176,564
775	-	-	264,854
720	-	-	137,623
7,842	-	-	100,668
4,009	-	-	176,765
2,151	-	-	110,474
121,613	-	-	546,232
222,084	404,877	-	1,061,411
69,353	-	-	279,154
90,437	-	-	106,882
1,482,547	-	-	1,485,328
49,601	-	-	60,507
2,002	-	-	79,883
38,797	-	-	836,584
<u>2,387,200</u>	<u>446,398</u>	<u>-</u>	<u>6,494,159</u>
453,690	869,361	-	10,595,603
116,730	74,694	-	371,501
264,414	20,380	-	7,067,697
35,985	35,084	-	621,122
1,939,376	-	-	2,132,673
<u>2,810,195</u>	<u>999,519</u>	<u>-</u>	<u>20,788,596</u>
129,992	119,048	-	736,499
148,335	10,438	-	1,959,669
1,069,183	-	-	1,069,183
459,180	-	-	799,973
40,142	-	-	489,336
12,460	454	-	288,737
412,549	308,423	-	949,030
77,913	20,519	-	885,729
1,642,145	-	-	3,114,916
5,396	204,793	-	286,835
2,765	-	-	515,827
<u>4,000,060</u>	<u>663,675</u>	<u>-</u>	<u>11,095,734</u>

SCHEDULE 11
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Departmental Expenditures - Budgetary Basis
General Fund
Year Ended September 30, 2013**

	PERSONAL SERVICES	SUPPLIES & EXPENSES
HEALTH AND WELFARE		
Human/Social Assistance	\$ -	\$ -
Total Health and Welfare	-	-
ECONOMIC DEVELOPMENT		
Economic Development	-	-
Total Economic Development	-	-
OTHER SERVICES		
Animal Control	103,159	15,735
Airport	97,807	36,640
Cemetery	610,935	100,212
Parking Operations	182,470	4,272
Total Other Services	994,371	156,859
DEBT SERVICE	-	-
TOTAL DEPARTMENTAL EXPENDITURES	\$ 25,269,705	\$ 2,952,967

OTHER SERVICES/ CHARGES	CAPITAL OUTLAYS	DEBT SERVICE	TOTAL
<u>\$ 152,293</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 152,293</u>
<u>152,293</u>	<u>-</u>	<u>-</u>	<u>152,293</u>
 160,000	 -	 -	 160,000
<u>160,000</u>	<u>-</u>	<u>-</u>	<u>160,000</u>
 121,014	 -	 -	 239,908
41,275	10,082	-	185,804
45,042	15,916	-	772,105
40,061	10,000	-	236,803
<u>247,392</u>	<u>35,998</u>	<u>-</u>	<u>1,434,620</u>
 -	 -	 1,805,185	 1,805,185
<u>\$ 9,757,140</u>	<u>\$ 2,145,590</u>	<u>\$ 1,805,185</u>	<u>\$ 41,930,587</u>

SCHEDULE 12

CITY OF HATTIESBURG, MISSISSIPPI

**Combining Statement of Other Fiduciary Funds, Assets, and Liabilities
Agency Funds
September 30, 2013**

	Payroll Withholding Fund
ASSETS	
Cash and cash equivalents	\$ 355,336
Property taxes and fees receivable	-
Sales tax receivable	-
Total assets	\$ 355,336
LIABILITIES	
Employee contributions payable	\$ 354,607
Due to other agencies	-
Other liabilities	729
Amounts held in custody for others	-
Total liabilities	\$ 355,336

Tax Collectors Fund	Hattiesburg Special Sales Tax	Industrial Park Fund	Total
\$ 1,006,838	\$ -	\$ 831,447	\$ 2,193,621
325,992	-	-	325,992
-	418,331	-	418,331
<u>\$ 1,332,830</u>	<u>\$ 418,331</u>	<u>\$ 831,447</u>	<u>\$ 2,937,944</u>
\$ -	\$ -	\$ -	\$ 354,607
1,300,907	418,331	-	1,719,238
31,923	-	-	32,652
-	-	831,447	831,447
<u>\$ 1,332,830</u>	<u>\$ 418,331</u>	<u>\$ 831,447</u>	<u>\$ 2,937,944</u>

SCHEDULE 13

CITY OF HATTIESBURG, MISSISSIPPI

**Schedule Of Surety Bonds For Municipal Officials
September 30, 2013**

<u>Name</u>	<u>Position</u>	<u>Insurance Company</u>	<u>Amount</u>
Kim Bradley	Council Member	Brierfield Insurance Co.	\$ 100,000
Deborah Denard Delgado	Council Member	Brierfield Insurance Co.	100,000
Carter Carroll	Council Member	Brierfield Insurance Co.	100,000
Mary Dryden	Council Member	Brierfield Insurance Co.	100,000
Henry E. Naylor	Council Member	Brierfield Insurance Co.	100,000
Eddie R. Myers	City Clerk	Brierfield Insurance Co.	100,000
Frazier Bolton	Police Chief	Brierfield Insurance Co.	50,000

SCHEDULE 14

CITY OF HATTIESBURG, MISSISSIPPI

**Full Cost Accounting
Solid Waste Management Services
Year Ended September 30, 2013**

EXPENSES - Sanitation Cost Center (General Fund):

Personnel costs	\$ 1,147,483
Supplies	325,288
Other services and charges	1,642,145
Total expenses (other than capital outlay) Sanitation Cost Center	<u>3,114,916</u>

Interest on capital leases - sanitation trucks and containers 52,530

Depreciation expense 667,576

Allocation of certain expenses in Other Cost Centers:

50% of shop cost center - Repair and maintenance	244,668
Indirect cost allocation - 10% of administration cost centers	<u>320,319</u>

Total calculated expenses - full cost basis \$ 4,400,009

Number of tons of solid waste collected and disposed of by City:

Sanitation trucks:	
Garbage (tons)	12,324 tons
Trash (tons)	<u>4,110 tons</u>
<i>Total tons solid waste</i>	<u>16,434 tons</u>

Distribution of residential and non-residential costs:

Residential (84%)	\$ 3,696,009
Non-residential (16%)	<u>704,000</u>
<i>Total distribution</i>	<u>\$ 4,400,009</u>

NOTES:

Pursuant to Section 17-17-347 of the Mississippi Code, this schedule is presented to provide a full cost accounting of sanitation services. "Residential" solid waste service includes routine household garbage and yard waste collections and disposal. Additionally, duplexes and smaller apartments with individual water meters are also considered to be "residential" customers. "Non-residential" would include garbage and trash service to City-owned facilities, overgrown lot and demolition debris, waste generated by tree crews or other city departments. The City "Commercial" solid waste service was discontinued in the fall months of 2000. The distribution of "Residential" and "Non-residential" at 84/16 is based upon regularly scheduled direct labor hours. Unusual occurrences, such as severe storm damage or demolition of large structures will cause significant fluctuations both in labor hours and debris removal costs. Calculations in this schedule include changes in methodology first utilized in fiscal year 1996 as a result of State Department of Audit performance audit recommendations.

SCHEDULE 15

CITY OF HATTIESBURG, MISSISSIPPI

**Water & Sewer Budget Basis Operation and Maintenance Cost Centers
Year Ended September 30, 2013**

	Personal Services	Supplies and Expenses	Other Services and Charges	Capital Outlays	Total
Office	\$ 329,903	\$ 30,013	\$ 91,669	\$ 25,822	\$ 477,407
Transmission	615,761	175,967	416,539	10,726	1,218,993
Plant	533,550	119,596	871,688	8,320	1,533,154
Sewer	554,213	294,404	1,224,167	304,840	2,377,624
Sewer lagoon	209,769	289,772	1,250,780	3,646	1,753,967
Total expenses	\$ 2,243,196	\$ 909,752	\$ 3,854,843	\$ 353,354	\$ 7,361,145

SCHEDULE 16

CITY OF HATTIESBURG, MISSISSIPPI

**Water & Sewer Budget Basis Balance Sheets
Year Ended September 30, 2013**

	WATER & SEWER REVENUE FUND	WATER & SEWER O & M FUND	WATER & SEWER CONSTRUCTION FUND
ASSETS			
<i>CURRENT ASSETS</i>			
Cash and cash equivalents	\$ 2,712,012	\$ 756,558	\$ 1,313,490
Cash with fiscal agent	-	-	-
Due from other funds	-	664,358	11,598
Total current assets	<u>2,712,012</u>	<u>1,420,916</u>	<u>1,325,088</u>
<i>Total assets</i>	<u><u>\$ 2,712,012</u></u>	<u><u>\$ 1,420,916</u></u>	<u><u>\$ 1,325,088</u></u>
LIABILITIES AND RETAINED EARNINGS			
<i>CURRENT LIABILITIES</i>			
Accounts payable	\$ -	\$ 17,302	\$ 11,240
Due to other funds	-	-	-
Total current liabilities	<u>-</u>	<u>17,302</u>	<u>11,240</u>
Total liabilities	<u>-</u>	<u>17,302</u>	<u>11,240</u>
<i>RETAINED EARNINGS</i>	<u>2,712,012</u>	<u>1,403,614</u>	<u>1,313,848</u>
<i>Total liabilities and retained earnings</i>	<u><u>\$ 2,712,012</u></u>	<u><u>\$ 1,420,916</u></u>	<u><u>\$ 1,325,088</u></u>

WATER & SEWER BOND & INTEREST FUND	WATER & SEWER USA YEAST B & I FUND	2012 WATER & SEWER CONSTRUCTION FUND	2010 WATER & SEWER CONSTRUCTION FUND	2009 WATER & SEWER CONSTRUCTION FUND
\$ 1,146,869	\$ 18,082	\$ -	\$ -	\$ 33,869
598,974	-	789,168	359,361	-
307,038	25,833	-	-	-
<u>2,052,881</u>	<u>43,915</u>	<u>789,168</u>	<u>359,361</u>	<u>33,869</u>
<u>\$ 2,052,881</u>	<u>\$ 43,915</u>	<u>\$ 789,168</u>	<u>\$ 359,361</u>	<u>\$ 33,869</u>
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	600,000	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>600,000</u>	<u>-</u>
-	-	-	600,000	-
<u>2,052,881</u>	<u>43,915</u>	<u>789,168</u>	<u>(240,639)</u>	<u>33,869</u>
<u>\$ 2,052,881</u>	<u>\$ 43,915</u>	<u>\$ 789,168</u>	<u>\$ 359,361</u>	<u>\$ 33,869</u>

SCHEDULE 17

CITY OF HATTIESBURG, MISSISSIPPI

**Water & Sewer Budget Basis Statements of Revenues, Expenses, and Changes in Fund Balances
Year Ended September 30, 2013**

	WATER & SEWER REVENUE FUND	WATER & SEWER O & M FUND	WATER & SEWER CONSTRUCTION FUND
OPERATING REVENUES	<u>\$ 14,622,093</u>	<u>\$ -</u>	<u>\$ -</u>
OPERATING EXPENSES			
Personal services	-	2,243,189	-
Supplies and expenses	-	3,854,850	-
Other services and charges	15,783	909,752	453,443
Capital outlays	-	353,354	10,737,611
Total operating expenses	<u>15,783</u>	<u>7,361,145</u>	<u>11,191,054</u>
OPERATING INCOME (LOSS)	<u>14,606,310</u>	<u>(7,361,145)</u>	<u>(11,191,054)</u>
NON-OPERATING REVENUES (EXPENSES)			
Principal payments on notes	(358,804)	-	-
Interest expense	(74,454)	-	-
Bonds redeemed	-	-	-
Interest revenue	2,496	2,656	1,810
Rents	-	-	65,003
Proceeds from general obligation note	-	-	3,000,000
Intergovernmental revenues	-	-	2,484,331
Other revenue	1,900	29,405	-
Total non-operating revenues (expenses)	<u>(428,862)</u>	<u>32,061</u>	<u>5,551,144</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	<u>14,177,448</u>	<u>(7,329,084)</u>	<u>(5,639,910)</u>
OPERATING TRANSFERS			
Operating transfers in	-	7,972,296	1,973,719
Operating transfers out	<u>(14,197,950)</u>	<u>-</u>	<u>-</u>
Total operating transfers	<u>(14,197,950)</u>	<u>7,972,296</u>	<u>1,973,719</u>
NET INCOME (LOSS)	<u>(20,502)</u>	<u>643,212</u>	<u>(3,666,191)</u>
RETAINED EARNINGS, beginning of year	<u>2,732,514</u>	<u>760,402</u>	<u>4,980,039</u>
RETAINED EARNINGS, end of year	<u>\$ 2,712,012</u>	<u>\$ 1,403,614</u>	<u>\$ 1,313,848</u>

WATER & SEWER BOND & INTEREST FUND	WATER & SEWER USA YEAST B & I FUND	2012 WATER & SEWER CONSTRUCTION FUND	2010 WATER & SEWER CONSTRUCTION FUND	2009 WATER & SEWER CONSTRUCTION FUND
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	-	-	10,500
-	-	7,206,664	841,227	5,395
-	-	7,206,664	841,227	15,895
-	-	(7,206,664)	(841,227)	(15,895)
-	-	-	-	-
(1,214,316)	(23,100)	-	-	-
(2,070,000)	(385,000)	-	-	-
697	174	544	427	47
-	-	-	-	-
-	-	-	-	-
-	-	-	781,453	-
-	-	-	-	-
(3,283,619)	(407,926)	544	781,880	47
(3,283,619)	(407,926)	(7,206,120)	(59,347)	(15,848)
3,684,460	310,000	-	-	-
-	-	-	-	-
3,684,460	310,000	-	-	-
400,841	(97,926)	(7,206,120)	(59,347)	(15,848)
1,652,040	141,841	7,995,288	(181,292)	49,717
\$ 2,052,881	\$ 43,915	\$ 789,168	\$ (240,639)	\$ 33,869

SCHEDULE 18
PAGE 1 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<i>U.S. Department of Agriculture</i>			
Natural Resources Conservation Service			
U.S. Army Corp of Engineers			
Emergency Watershed Protection Program - Mississippi Environmental Infrastructure Section 592	10.923	280351103, 280351108	<u>\$ 143,869</u>
Total U.S. Department of Agriculture			<u>143,869</u>
<i>U.S. Department of Housing and Urban Development</i>			
Pass-Through Programs From:			
Governor's Department of Housing and Urban Development			
<i>CDBG Entitlement Grants - Cluster:</i>			
Community Development Block Grants/Entitlement Grants	14.218	MC-28-0006	<u>484,863</u>
Total - <i>CDBG Entitlement Grants Cluster</i>			<u>484,863</u>
HOME Investment Partnerships Program	14.239	MC-28-0201	<u>265,242</u>
Pass-Through Programs From:			
Mississippi Development Authority			
Community Development Block Grants/State's Program:			
Katrina Community Revitalization - Water Plant #2	14.228	R-110-205-02-GZ	77,809
Katrina Community Revitalization - USA Yeast Wastewater Pretreatment	14.228	R-103-205-03-KED	<u>3,066,844</u>
Total Community Development Block Grants/State's Program			<u>3,144,653</u>
Economic Development Initiative - Special Project, Neighborhood Initiative and Miscellaneous Grants	14.251	B-10-SP-MS-0101	<u>5,206</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
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CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<i>U.S. Department of Housing and Urban Development (cont.)</i>			
Pass-Through Programs From:			
Community Challenge Planning Grants and Department of Transportation's Tiger II Planning Grants	14.704	CCPMS001410	<u>\$ 8,642</u>
Total U.S. Department of Housing and Urban Development Pass-Through Programs			<u>3,908,606</u>
<i>U.S. Department of Justice</i>			
Pass-Through Programs From:			
Office of Justice Programs Juvenile Accountability Block Grants	16.523	2010-JB-FX-0090	<u>10,746</u>
Pass-Through Programs From:			
Office of Justice Programs OVW Technical Assistance Initiative	16.526	11-WF-AX-0046	17,895
OVW Technical Assistance Initiative	16.526	12-WF-AX-0056	<u>4,838</u>
			<u>22,733</u>
Bulletproof Vest Partnership Program	16.607		<u>11,205</u>
Project Safe Neighborhoods	16.609	2008-GP-CX-4077	<u>10,031</u>
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2011-DJ-BX-3393	36,721
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2012-DJ-BX-1161	24,051
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2012-DJ-BX-0444	<u>62,642</u>
			<u>123,414</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
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CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<i>U.S. Department of Justice (Cont.)</i>			
<i>Office of Justice Programs (Cont.)</i>			
Criminal and Juvenile Justice and Mental Health Collaboration Program	16.745	2009MOBX0033	\$ 17,741
Total U.S. Department of Justice Pass-Through Programs			195,870
<i>U.S. Department of Transportation</i>			
Federal Aviation Administration			
Airport Improvement Program	20.106	3-28-0031-0020-2013	385,386
Airport Improvement Program	20.106	3-28-0031-0019-2012	83,322
			468,708
Federal Transit Administration			
<i>Federal Transit Cluster:</i>			
ARRA - Federal Transit Capital Investment Grants	20.500	MS-96-X001	233,438
Federal Transit Formula Grants:			
Mass Transit Preventative	20.507	MS-90-X078	31,591
Mass Transit Operating	20.507	MS-90-4082	66,671
Mass Transit Capital	20.507	MS-90-X086	14,034
Mass Transit Capital	20.507	MS-90-4086	213,205
Mass Transit Capital	20.507	MS-90-0086	173,325
Total - Federal Transit Formula Grants			498,826
Total - Federal Transit Cluster			732,264
Total U.S. Department of Transportation Direct Programs			1,200,972

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
PAGE 4 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<i>U.S. Department of Transportation (Cont.)</i>			
Federal Highway Administration			
Pass-Through Programs From:			
Mississippi Department of Transportation			
Highway Planning and Construction:			
Metropolitan Planning Organization	20.205	MS-80-0002/502304-101000	\$ 306,916
Urban Youth Corps Transportation Enhancement Project	20.205	STP-9999-09(032)/106638-308000	28,428
Fourth Street Improvements	20.205	HPP-8750-00(003)/104873/801000	1,140,714
Safe Routes to Schools Project (Woodley)	20.205	SRSP-0210-00(024)	3,036
Safe Routes to Schools Project (Rowan)	20.205	SRSP-0210-00(020) & (019)	11,279
Traffic Signal -Bonhomie/Tatum	20.205	STP-8791-00(001)/106430-701000	12,823
Traffic Signal US Hwy 11/Parkway Blvd.	20.205	STP-9339-00(008)/106005-701000	15,057
Western Beltway	20.205	STPD-8776-00(004)/105844/811000	97,362
Hardy Street Widening	20.205	HPP-6098-00(007)/105194-801000	556,165
ARRA - Chain Park Trail Phase II Enhancement Project	20.205	STP-0210-00(021)/105245-702000	286
Total - Highway Planning and Construction			<u>2,172,066</u>
National Highway Traffic Safety Administration			
Pass-Through Programs From:			
Office of Highway Safety			
Alcohol Open Container Requirements	20.607	13-TA-2151	<u>82,184</u>
Total U.S. Department of Transportation Pass-Through Programs			<u>2,254,250</u>
Total U.S. Department of Transportation			<u>3,455,222</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
PAGE 5 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<i>U.S. Department of Homeland Security</i>			
Pass-Through Program From:			
Mississippi Office of Homeland Security			
Homeland Security Grant Program	97.067	E10HS205T	\$ 21,382
Homeland Security Grant Program	97.067	A10HS205T	45,000
Homeland Security Grant Program	97.067	11HS205T	10,020
			<u>76,402</u>
Pass-Through Programs From:			
Mississippi Emergency Management Agency			
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4101-DR-MS	1,264,649
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4081-DR-MS	27,935
			<u>1,292,584</u>
Total U.S. Department of Homeland Security Pass-Through Programs			<u>1,368,986</u>
<i>Total Expenditures of Federal Awards</i>			<u><u>\$ 9,072,553</u></u>

The accompanying notes are an integral part of this schedule.

CITY OF HATTIESBURG

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the City of Hattiesburg under programs of the federal government for the year ended September 30, 2013. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the City of Hattiesburg, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City of Hattiesburg.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures - Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

Pass-Through Entity Identifying Numbers - Pass-through entity identifying numbers are presented when available.

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Schedule 19

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the City of Hattiesburg, Mississippi's basic financial statements and have issued our report thereon dated June 27, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Hattiesburg, Mississippi's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2013-01 to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Hattiesburg, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. However, certain instances of state law non-compliance are reported in the Report on Compliance with State Laws and Regulations.

City of Hattiesburg's Response to Findings

The City of Hattiesburg, Mississippi's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

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Schedule 20

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Report on Compliance for Each Major Federal Program

We have audited the City of Hattiesburg, Mississippi's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City of Hattiesburg, Mississippi's major federal programs for the year ended September 30, 2013. The City of Hattiesburg, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City of Hattiesburg, Mississippi's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Hattiesburg, Mississippi's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City of Hattiesburg, Mississippi's compliance.

Basis for Qualified Opinion on the Federal Transit Formula Grant Program

As described in the accompanying schedule of findings and questioned costs, the City of Hattiesburg, Mississippi did not comply with requirements regarding CFDA 20.507 Federal Transit Formula Grants Program as described in Finding 2013-02 for Cash Management. Compliance with such requirement is necessary, in our opinion, for the City of Hattiesburg, Mississippi to comply with the requirements applicable to that program.

Qualified Opinion on the Federal Transit Formula Grant Program

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the City of Hattiesburg, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Federal Transit Formula Grants Program for the year ended September 30, 2013.

Unmodified Opinion on Each of the Other Major Federal Programs

In our opinion, the City of Hattiesburg, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended September 30, 2013.

Other Matters

The City's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the City of Hattiesburg, Mississippi is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of Hattiesburg, Mississippi's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control over compliance.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies as described in the accompanying schedule of findings and questioned costs as item 2013-02. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The City of Hattiesburg, Mississippi's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

SCHEDULE 21
PAGE 1 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

<u>Opinion Unit</u>	<u>Opinion</u>
Governmental Activities	Qualified
Business-type Activities	Qualified
Discretely Presented Component Unit	Unmodified
General Fund	Unmodified
Aggregate Remaining Governmental Funds	Unmodified
Combined Water and Sewer System	Qualified

Internal control over financial reporting:

Material weakness identified?	Yes
Significant deficiency identified not considered to be a material weakness?	None reported

Noncompliance material to financial statements noted?	No
---	----

Federal Awards

Internal control over major programs:

Material weakness identified?	No
Significant deficiency identified not considered to be a material weakness?	Yes

Type of auditor's report issued on compliance for major programs:

Unmodified for all major programs, except for the Federal Transit
Formula Grant which was Qualified

Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)?	Yes
---	-----

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
14.228	Community Development Block Grants/State's Program

SCHEDULE 21
PAGE 2 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section I - Summary of Auditor's Results (Cont.)

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
	<i>Federal Transit Cluster:</i>
20.500	ARRA-Federal Transit Capital Investment Grants
20.507	Federal Transit Formula Grants
97.036	Disaster Grants-Public Assistance (Presidentially Declared Disasters)

Dollar threshold used to distinguish between Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee? No

Section II - Financial Statement Findings

Finding:

Finding 2013-01
Material Weakness

Criteria - Utilization of appropriate service cut-off requirements is an inherent component of the revenue billings and collections function for municipal utility systems. The City should have procedures in place that require consistent application of cut-off procedures for delinquent water services billings.

Condition - The policy in place did not consistently require the termination of water services nor the payment of past due amounts prior to the resumption of services due to management override of internal controls. The City did have an informally adopted policy in place (due to obsolete or inaccurate provisions included in the applicable ordinance), but this policy was not uniformly enforced.

Context - Pursuant to our fiscal year 2013 audit procedures that included interviews with water and sewer department employees as well as the examination of specific account histories, we noted significant inconsistencies with the City's enforcement of the existing water cut-off policies.

Effect - The City's consistent enforcement of water services cut-off policies is an important component of its ability to realize water and sewer budgetary projections and to ensure compliance with applicable contractual and statutory requirements.

SCHEDULE 21
PAGE 3 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section II - Financial Statement Findings (Cont.)

Finding 2013-01: (Cont.)

Cause - The City's internal control policies and procedures failed to require consistent enforcement of existing water services cut-off policies because of management overrides of internal controls.

Recommendation - With the adoption of an updated water services cut-off ordinance, the City should implement procedures that will ensure consistent enforcement of the adopted policy. These procedures should include appropriate segregation of duties that will allow for the water billing function to independently facilitate these procedures as authorized by the adopted ordinance.

Views of Responsible Officials - On February 18, 2014, the City updated its water and sewer ordinance that is to be applied consistently to all water and sewer accounts.

Section III - Federal Awards Findings and Questioned Costs

Finding:

Finding 2013-02
Significant Deficiency

CFDA No. 20.507 Federal Transit Formula Grants
U.S. Department of Transportation
Federal Transit Administration
Pass-Through Entity Identifying Numbers:

Criteria - The requirements for cash management are contained in the A-102 Common Rule ((§____.21), OMB Circular A-110 (2 CFR section 215.22), 45 CFR 74.22, 45 CFR 92.21, Treasury regulations at 31 CFR part 205, program legislation, Federal awarding agency regulations, and conditions of the award. Non-federal entities shall include in their internal controls policies and procedures designed to allow for compliance with applicable cash management requirements.

Condition - During fiscal year ended September 30, 2013, the City inadvertently included in cash reimbursement requests transactions that had been initiated but not yet paid by the City.

SCHEDULE 21
PAGE 4 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding 2013-02: (Cont.)

Context - Pursuant to our fiscal year 2013 audit procedures which included examination of cash management compliance documentation, we noted that the City had utilized expenditure reports that included both cash transactions and items that had not yet been paid for as the basis for reimbursement requests.

Effect - The City received reimbursements for the above-described transactions prematurely based upon the reimbursement methodology that was applicable to this grant.

Cause - The City's internal control policies and procedures that was being utilized to compile reimbursement requests failed to delineate items that were received but not yet paid for.

Recommendation - The City's Accounting Department should implement procedures that will ascertain that reimbursement requests are compiled based upon reliable expenditure reports that accurately identify transaction that have been paid for in order to allow for reimbursements to be made exclusively on those transactions.

Views of Responsible Officials - The City's Corrective Action Plan is presented on page 134.

CITY OF HATTIESBURG, MISSISSIPPI

AUDITEE CORRECTIVE ACTION PLAN

Year Ended September 30, 2013



Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

Auditee Corrective Action Plan

Finding 2013-01

Program: Federal Transit Formula Grants
CFDA No.: 20.507
Federal Agency: U.S. Department of Transportation
Award Year: Fiscal Year 2012-2013
Compliance Requirement: Cash Management
Questioned Costs: None

Department's Response:

The Department of Administration concurs with the finding.

Corrective Action Plan:

Response from the Department of Administration:

The City of Hattiesburg Administration will ensure that only expenditures that have actually been paid will be submitted for reimbursement. The City was using our expenditure report, which is on the accrual basis of accounting to prepare for our monthly draw down. However, we are now using the docket of expenditures paid, to compile our monthly draw down request. By using the docket we are ensuring that all expenditures included in the reimbursement request have been paid at the time of the request.

Name of Responsible Person: Connie Everett, CFO

Name of Department Contact: Lisa Hanson, Comptroller

Expected date of Completion: December 1, 2013

CITY OF HATTIESBURG, MISSISSIPPI
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended September 30, 2013



Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

**Summary Schedule of Prior Audit Findings
Year Ended September 30, 2013**

The following is an update of the prior audit finding and is prepared in accordance with the Office of Management and Budget Circular A-133, Section .315(b).

2012-1 Summary of prior audit finding - Controls over Davis-Bacon compliance procedures should be implemented, when applicable, in order to ascertain that construction contracts financed with federal funds include the prevailing wage rate clause required by the Davis-Bacon Act.

CFDA 12.UNKNOWN U.S. Department of Defense/U.S. Army Corps of Engineers

Status - FULLY CORRECTED

The City has emphasized the importance of the Davis-Bacon compliance, when applicable, with the awarding of construction contracts financed with federal funds. Procedures have been implemented that include the prevailing wage rate clause required by the Davis-Bacon Act by utilizing a checklist for all new construction contracts. The checklist will ensure that the Davis-Bacon provisions have been considered and are being properly applied when applicable. Additionally, a letter will be sent out to all City contracted engineers that are overseeing construction projects using federal dollars. The letter will serve as a reminder that they must make a determination as to whether Davis-Bacon provisions apply, and if so, they must require all contractors and subcontractors to submit weekly certified payrolls.

Contact: Lisa Hanson, Comptroller

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Schedule 22

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
 WITH STATE LAWS AND REGULATIONS**

To the Honorable Mayor and City Council
 City of Hattiesburg, Mississippi

We were engaged to audit the basic financial statements of City of Hattiesburg, Mississippi for the year ended September 30, 2013, and have issued our report dated June 27, 2014. We have conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with state laws and regulations was not the objective of our audit and, accordingly, we do not express such an opinion.

The results of those procedures and our audit of the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information disclosed the following instances of noncompliance with laws and regulations:

CITY CLERK'S OFFICE

1. All ordinances have been entered into the ordinance book and included in the minutes, but a determination was made that the City's water and sewer rate ordinance contains obsolete or misstated provisions.

Finding

Mississippi Code Ann. (1972) Sections 21-13-13, requires that all ordinances be entered into the ordinance book and included in the minutes. Section 28-14 of the City's Ordinance Book specifies that the "...failure to pay any water bill on or before 15 days of statement shall subject the customer, consumer or user of the water to the loss and discontinuance of his water service and supply without notice." The ordinance also requires full payment of the balance due along with a recontinuance charge of \$30.00 before water service and supply can be resumed. Whereas this ordinance has been properly recorded, it was found to contain language that was either obsolete or erroneous when compared to the City's existing water and sewer billings and collection policies and procedures.

Recommendation

The Administration should ascertain that all adopted ordinances accurately reflect the City's existing policies and procedures that have been implemented pursuant to the timely collection of the City's water and sewer billing function.

City Clerk's Response

The City Administration agrees with this finding, and on February 18, 2014 the water and sewer ordinance was amended to reflect the City's policies and procedures applicable to the water and sewer billing function.

2. The city court's accounting procedures do not allow for accurate and timely aging reports for cases for which partial payments have been authorized.

Finding

Mississippi Code Section 21-23-11 explains that the municipal court clerk shall administer the collection and settlement of collections. Mississippi law requires the Office of the State Auditor to prescribe procedures for the handling of certain court funds, including partial payment accounting. When partial payment basis is allowed, the municipal court must maintain receivable records that include all pertinent information along with running totals of amounts due. The prescribed Municipal Court Procedures require that "...periodically, analysis should be made to determine such things as the age of accounts. Reports should be made to the judge and board/council containing such information as they may require. It is important that a record be kept to account for each defendant's charges, payments, balances due and status; and that the information be used." The City was not able to readily produce reliable aging reports of outstanding fines as of September 30, 2013 (approximated at \$21.4 million), and, accordingly, the determination was made that the requirement for periodic reports are not being processed in order to monitor partial payment collections.

Recommendation

The Administration should ascertain that the accounting software in use by the Municipal Courts is being properly utilized in order to allow for reliable periodic reports of outstanding fines to be processed. Additionally, policies and procedures should be implemented to allow for an appropriate administrative review function as required by state law.

City Clerk's Response

The Administration will ascertain that the Municipal Courts software is being properly utilized, and that policies and procedures are in place to allow for periodic reviews of reports of outstanding balances.

This report is intended for the information of the City of Hattiesburg, Mississippi's management, Honorable Mayor and the City Council, and the Mississippi Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

STATISTICAL INFORMATION
(UNAUDITED)

TABLE 1

CITY OF HATTIESBURG, MISSISSIPPI

**NET POSITION BY COMPONENTS ⁽¹⁾
LAST NINE FISCAL YEARS**

	FISCAL YEAR								
	2013	2012	2011	2010	2009	2008	2007	2006	2005
GOVERNMENTAL ACTIVITIES:									
Invested in capital assets, net of related debt	\$ 112,905,526	\$ 108,901,420	\$ 94,987,280	\$ 93,714,770	\$ 94,294,279	\$ 94,307,180	\$ 93,482,416	\$ 85,543,514	\$ 79,339,867
Restricted for:									
Capital projects			915,715	3,047,031	3,161,144	277,340	421,986	355,132	236,730
Debt service	3,403,781	535,670	4,202,271	4,001,449	3,634,390	2,831,189	2,361,894	1,711,307	1,556,481
Unrestricted	10,786,997	13,801,803	12,534,415	11,374,445	8,926,370	10,695,572	12,335,482	11,324,642	7,549,683
Governmental activities net position	<u>\$ 127,096,304</u>	<u>\$ 123,238,893</u>	<u>\$ 112,639,681</u>	<u>\$ 112,137,695</u>	<u>\$ 110,016,183</u>	<u>\$ 108,111,281</u>	<u>\$ 108,601,778</u>	<u>\$ 98,934,595</u>	<u>\$ 88,682,761</u>
BUSINESS-TYPE ACTIVITIES:									
Invested in capital assets, net of related debt	\$ 63,029,378	\$ 45,223,694	\$ 44,616,923	\$ 42,142,047	\$ 37,239,290	\$ 32,131,585	\$ 26,516,342	\$ 22,705,571	\$ 34,161,132
Unrestricted	5,522,689	17,607,456	8,940,970	6,140,570	7,863,497	10,522,245	13,847,699	15,874,687	2,540,385
Business-type activities net position	<u>\$ 68,552,067</u>	<u>\$ 62,831,150</u>	<u>\$ 53,557,893</u>	<u>\$ 48,282,617</u>	<u>\$ 45,102,787</u>	<u>\$ 42,653,830</u>	<u>\$ 40,364,041</u>	<u>\$ 38,580,258</u>	<u>\$ 36,701,517</u>
PRIMARY GOVERNMENT:									
Invested in capital assets, net of related debt	\$ 175,934,904	\$ 154,125,114	\$ 139,604,203	\$ 135,856,817	\$ 131,533,569	\$ 126,438,765	\$ 119,998,758	\$ 108,249,085	\$ 113,500,999
Restricted for:									
Capital projects	-	-	915,715	3,047,031	3,161,144	277,340	421,986	355,132	236,730
Debt service	3,403,781	535,670	4,202,271	4,001,449	3,634,390	2,831,189	2,361,894	1,711,307	1,556,481
Unrestricted	16,309,686	31,409,259	21,475,385	17,515,015	16,789,867	21,217,817	26,183,181	27,199,329	10,090,068
Primary government net position	<u>\$ 195,648,371</u>	<u>\$ 186,070,043</u>	<u>\$ 166,197,574</u>	<u>\$ 160,420,312</u>	<u>\$ 155,118,970</u>	<u>\$ 150,765,111</u>	<u>\$ 148,965,819</u>	<u>\$ 137,514,853</u>	<u>\$ 125,384,278</u>

(1) Information not available for the last ten years of reporting, but will be accuulated over time as it becomes available.

TABLE 2

CITY OF HATTIESBURG, MISSISSIPPI

**CHANGES IN NET POSITION ⁽¹⁾
LAST NINE FISCAL YEARS**

	FISCAL YEAR								
	2013	2012	2011	2010	2009	2008	2007	2006	2005
GOVERNMENTAL ACTIVITIES:									
General government	\$ 6,424,709	\$ 7,329,898	\$ 6,925,636	\$ 6,592,285	\$ 6,414,171	\$ 6,415,817	\$ 5,518,515	\$ 5,266,006	\$ 5,032,688
Public safety	21,339,689	20,763,051	20,097,532	19,961,821	19,507,269	18,985,991	17,937,458	15,474,025	14,670,081
Public services	18,356,293	17,341,042	17,767,209	18,248,607	19,790,101	20,398,976	16,846,291	20,251,044	14,417,361
Other services	1,751,307	6,281,474	5,384,474	6,089,579	5,594,820	5,727,212	5,596,293	4,921,694	4,052,402
Mass transit	1,104,428	1,176,837	1,145,590	993,835	925,506	1,054,153	753,752	718,518	602,119
Cultural and recreation	4,481,390	3,916,227	4,421,402	4,494,146	4,175,345	4,247,864	3,902,787	3,818,198	2,560,224
Human/social assistance	889,795	1,310,363	1,864,618	567,679	569,049	617,544	635,505	831,362	658,356
Economic development	160,000	160,000	150,000	150,000	150,000	159,502	196,000	196,000	210,280
Interest and fiscal charges	1,089,410	1,287,540	1,299,623	1,261,015	1,427,014	1,718,149	1,740,731	1,664,988	1,364,028
Total governmental activities expenses	55,597,021	59,566,432	59,056,084	58,358,967	58,553,275	59,325,208	53,127,332	53,141,835	43,567,539
BUSINESS-TYPE ACTIVITIES:									
Water and Sewer System	11,870,152	11,167,044	9,582,704	10,263,712	8,302,628	8,318,670	7,433,290	7,000,869	6,070,204
Total primary government expenses	\$ 67,467,173	\$ 70,733,476	\$ 68,638,788	\$ 68,622,679	\$ 66,855,903	\$ 67,643,878	\$ 60,560,622	\$ 60,142,704	\$ 49,637,743
PROGRAM REVENUES:									
Governmental Activities:									
Charges for services	\$ 4,654,384	\$ 8,558,345	\$ 8,287,847	\$ 8,853,022	\$ 8,467,560	\$ 7,773,432	\$ 2,693,409	\$ 3,008,496	\$ 2,781,965
Operating grants and contributions	4,988,000	4,982,172	5,956,487	5,375,052	7,624,535	6,262,995	10,480,188	11,175,693	7,528,426
Capital grants and contributions	3,185,681	2,813,432	2,800,969	3,186,741	2,355,657	5,098,683	4,179,064	5,681,530	5,880,728
Total governmental activities program revenues	12,828,065	16,353,949	17,045,303	17,414,815	18,447,752	19,135,110	17,352,661	19,865,719	16,191,119
Business-Type Activities:									
Charges for services	14,811,137	13,218,896	11,734,715	12,245,747	9,907,131	9,197,894	8,537,545	8,660,771	8,075,288
Capital grants and contributions	3,152,032	7,053,303	3,023,224	-	-	-	-	-	-
Total business-type activities program revenues	17,963,169	20,272,199	14,757,939	29,660,562	28,354,883	28,333,004	25,890,206	28,526,490	24,266,407

TABLE 2
PAGE TWO

CITY OF HATTIESBURG, MISSISSIPPI

CHANGES IN NET POSITION ⁽¹⁾
LAST NINE FISCAL YEARS

	FISCAL YEAR								
	2013	2012	2011	2010	2009	2008	2007	2006	2005
Net Revenues (Expenses):									
Governmental activities	\$ (42,768,956)	\$ (43,212,483)	\$ (42,010,781)	\$ (40,944,772)	\$ (40,105,523)	\$ (40,190,098)	\$ (35,774,671)	\$ (33,276,116)	\$ (27,376,420)
Business-type activities	6,093,017	9,105,155	5,175,235	3,109,246	1,604,503	879,224	1,104,255	1,659,902	2,005,084
Total primary government net (expenses)	(36,675,939)	(34,107,328)	(36,835,546)	(37,835,526)	(38,501,020)	(39,310,874)	(34,670,416)	(31,616,214)	(25,371,336)
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION:									
Governmental Activities:									
Property taxes	17,528,265	16,812,683	17,261,796	16,978,749	15,273,539	13,753,217	15,103,579	12,216,587	12,223,041
Sales taxes	21,596,080	20,709,684	19,902,590	19,746,092	20,520,329	22,350,027	22,446,221	24,717,190	17,873,911
Franchise and other taxes	4,820,407	3,977,566	4,493,197	4,719,547	4,538,419	4,602,087	4,324,217	4,089,915	3,592,591
Grants and contributions (not restricted)	4,795	-	126,500	-	25	1,600	1,325	1,325	2,825
Unrestricted investment earnings	171,405	145,510	149,627	357,369	382,761	757,656	1,003,549	895,411	498,403
Miscellaneous revenues	2,256,331	1,637,625	1,348,789	1,264,527	1,295,352	1,231,625	936,361	1,607,522	582,419
Total governmental activities	46,377,283	43,283,068	43,282,499	43,066,284	42,010,425	42,696,212	43,815,252	43,527,950	34,773,190
Business-type Activities:									
Unrestricted investment earnings	7,949	11,101	21,264	17,758	34,590	240,797	637,473	215,478	52,480
Miscellaneous revenues	(494,189)	157,001	78,777	52,826	809,864	1,169,768	42,055	3,361	165,694
Total business-type activities	(486,240)	168,102	100,041	70,584	844,454	1,410,565	679,528	218,839	218,174
Total primary government	45,891,043	43,451,170	43,382,540	43,136,868	42,854,879	44,106,777	44,494,780	43,746,789	34,991,364
CHANGE IN NET POSITION									
Governmental activities	3,608,327	70,585	1,271,718	2,121,512	1,904,902	2,506,114	8,040,581	10,251,834	7,396,770
Business-type activities	5,606,777	9,273,257	5,275,276	3,179,830	2,448,957	2,289,789	1,783,783	1,878,741	2,223,258
Total primary government	\$ 9,215,104	\$ 9,343,842	\$ 6,546,994	\$ 5,301,342	\$ 4,353,859	\$ 4,795,903	\$ 9,824,364	\$ 12,130,575	\$ 9,620,028

(1) Information not available for the last ten years of reporting, but will be accuulated over time as it becomes available.

TABLE 3

CITY OF HATTIESBURG, MISSISSIPPI

FUND BALANCES - GOVERNMENTAL FUNDS ⁽¹⁾
LAST TEN FISCAL YEARS

	FISCAL YEAR									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
General Fund:										
Nonspendable	\$ 330,950	\$ 332,300	\$ 30,750	\$ 252,349	\$ 82,057	\$ 65,400	\$ 53,763	\$ 21,533	\$ 252,104	\$ 292,526
Assigned	720,979	452,842	386,144	-	-	-	-	-	-	-
Unassigned	6,624,690	6,963,113	7,661,673	-	-	-	-	-	-	-
Unreserved	-	-	-	6,824,621	7,739,081	8,484,316	10,165,200	8,910,441	6,138,963	6,613,676
Total general fund	7,676,619	7,748,255	8,078,567	7,076,970	7,821,138	8,549,716	10,218,963	8,931,974	6,391,067	6,906,202
% Change from Prior Year	-0.9%	-4.1%	14.2%	-9.5%	-8.5%	-16.3%	14.4%	39.8%	-7.5%	25.9%
Other Governmental Funds:										
Debt service funds										
Restricted	3,403,781	3,814,777	4,202,271	4,001,449	2,718,167	3,683,691	3,569,062	3,536,711	2,465,587	2,139,449
Special revenue funds										
Restricted	1,638,380	1,596,461	2,616,964	-	-	-	-	-	-	-
Committed	1,466,250	1,132,055	1,019,456	-	-	-	-	-	-	-
Unreserved	-	-	-	3,540,426	3,634,390	2,831,189	2,361,894	1,711,307	1,556,481	1,348,064
Capital projects funds										
Restricted	-	382,454	915,715	3,047,031	3,161,144	277,340	379,848	286,497	429,947	(710,590)
Total other governmental funds	6,508,411	6,925,747	8,754,406	10,588,906	9,513,701	6,792,220	6,310,804	5,534,515	4,452,015	2,776,923
Total governmental funds	\$ 14,185,030	\$ 14,674,002	\$ 16,832,973	\$ 17,665,876	\$ 17,334,839	\$ 15,341,936	\$ 16,529,767	\$ 14,466,489	\$ 10,843,082	\$ 9,683,125
% Change from Prior Year	-3.3%	-12.8%	-4.7%	1.9%	13.0%	-7.2%	14.3%	33.4%	12.0%	-28.8%

(1) This schedule reports using the modified accrual basis of accounting. See Table 4 for changes in fund balances from year to year.

(2) Under GASB Statement No. 54 the balance sheet reporting categories are based upon a hierarchy of classifications based upon the constraints on resources reported in the funds.

With the City's implementation of this reporting format in fiscal year 2011, prior year components of fund balances are presented based upon prior reporting classifications on this table for special revenue funds as unreserved. The City's debt service and capital project fund balances are, however, presented as restricted due to the underlying statutory spending requirements in Mississippi applicable to debt repayment resources and debt proceeds.

TABLE 4

CITY OF HATTIESBURG, MISSISSIPPI

CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	FISCAL YEAR									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
REVENUE:										
Property taxes	\$ 17,166,167	\$ 16,892,639	\$ 16,892,639	\$ 16,978,749	\$ 15,273,539	\$ 13,753,217	\$ 15,103,579	\$ 12,327,064	\$ 12,173,753	\$ 12,481,682
Sales taxes	21,502,243	19,925,608	19,925,608	19,746,092	20,381,753	22,350,027	22,446,221	24,717,190	17,873,911	16,862,144
Licenses and permits	4,526,547	4,114,371	4,114,371	4,305,480	4,296,709	4,188,526	3,901,213	3,697,193	2,831,557	3,317,134
Fines and forfeitures	1,786,960	1,846,516	1,846,516	2,009,057	1,589,861	1,554,656	1,065,269	1,018,354	971,467	1,105,848
Interest, rents, concessions	158,110	170,965	170,965	170,191	211,214	582,741	807,617	598,136	261,132	386,754
Intergovernmental	8,480,909	9,281,209	9,281,209	9,354,293	10,291,647	8,073,409	8,570,904	10,692,038	10,054,395	4,481,157
Charges for services	2,586,517	2,572,647	2,572,647	2,650,845	2,763,676	2,359,464	1,667,251	1,804,014	1,762,323	1,742,228
Other revenues	1,408,970	512,591	512,591	251,219	888,749	4,389,090	2,798,041	3,956,796	676,246	934,067
Total revenues	57,616,423	55,316,546	55,316,546	55,465,926	55,697,148	57,251,130	56,360,095	58,810,785	46,604,784	41,311,014
% Change from prior year	4.2%	0.0%	-0.3%	-0.4%	-2.7%	1.6%	-4.2%	26.2%	12.8%	4.7%
EXPENDITURES:										
General government	6,227,218	6,930,283	6,271,409	6,081,588	5,679,589	5,674,985	5,235,266	5,246,079	4,897,698	4,850,407
Public safety	21,433,140	20,330,009	18,632,140	18,436,079	18,269,998	17,309,920	16,319,725	14,299,637	14,227,840	13,640,172
Public services	15,680,396	14,350,951	11,454,151	12,698,983	13,739,073	14,567,346	12,494,900	16,326,824	10,651,948	9,264,327
Other services	2,143,005	7,681,825	5,175,661	5,924,909	5,463,648	5,619,828	5,692,145	4,866,672	4,019,276	4,222,829
Mass transit	1,110,275	1,408,435	858,601	773,695	719,882	787,422	677,515	652,909	554,888	506,310
Cultural and recreation	4,512,676	4,796,921	3,840,540	4,125,885	3,877,083	3,783,572	3,547,792	3,546,341	3,010,508	2,828,225
Human/Social assistance	870,323	1,291,384	740,165	545,507	547,544	595,945	604,661	1,005,953	437,146	355,586
Economic development	160,000	2,160,000	150,000	150,000	150,000	159,502	196,000	196,000	210,280	200,370
Capital outlays		-	8,364,094	12,058,220	7,299,488	9,160,136	17,111,494	13,270,430	14,498,353	14,027,343
Debt service:										
Principal	5,753,744	5,257,186	5,044,999	17,181,940	11,440,741	10,462,369	4,215,614	3,407,540	3,470,925	3,166,611
Interest and fiscal charges	1,153,639	1,281,791	1,447,781	1,101,913	1,376,530	1,744,949	1,690,106	1,625,228	1,383,084	1,300,556
Total expenditures	59,044,416	65,488,785	61,979,541	79,078,719	68,563,576	69,865,974	67,785,218	64,443,613	57,361,946	54,362,736
% Change from prior year	-9.8%	5.7%	-21.6%	15.3%	-1.9%	3.1%	5.2%	12.3%	5.5%	13.9%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,427,993)	(10,172,239)	(6,662,995)	(23,612,793)	(12,866,428)	(12,614,844)	(11,425,123)	(5,632,828)	(10,757,162)	(13,051,722)
OTHER FINANCING SOURCES (USES):										
Proceeds from long-term debt	-	3,588,096	1,718,710	18,836,240	10,112,970	6,733,377	8,394,533	5,019,686	7,559,737	3,781,219
Transfers from other funds	4,326,191	5,075,412	3,854,721	4,609,574	4,671,908	4,862,491	5,416,316	4,333,268	4,482,512	4,132,919
Transfers to other funds	(3,307,283)	(3,966,924)	(2,914,020)	(3,678,323)	(3,977,272)	(3,939,037)	(4,411,343)	(3,346,379)	(3,222,425)	(2,635,861)
Other sources	119,492	4,292,047	3,940,413	4,176,339	4,051,725	3,770,182	4,088,895	3,249,660	3,097,295	3,863,212
Net other financing sources	1,138,400	8,988,631	6,599,824	23,943,830	14,859,331	11,427,013	13,488,401	9,256,235	11,917,119	9,141,489
NET CHANGE IN FUND BALANCES	<u>\$ (289,593)</u>	<u>\$ (1,183,608)</u>	<u>\$ (63,171)</u>	<u>\$ 331,037</u>	<u>\$ 1,992,903</u>	<u>\$ (1,187,831)</u>	<u>\$ 2,063,278</u>	<u>\$ 3,623,407</u>	<u>\$ 1,159,957</u>	<u>\$ (3,910,233)</u>
Debt service as % of non-capital expenditures	13.2%	11.1%	13.8%	37.5%	26.5%	25.2%	13.2%	13.1%	12.8%	12.5%

TABLE 5

CITY OF HATTIESBURG, MISSISSIPPI

**GOVERNMENTAL FUNDS - TAX REVENUES BY SOURCE ⁽¹⁾
LAST TEN FISCAL YEARS**

Fiscal Year	Property Taxes	Sales Taxes (City's Share)	Total - Property and Sales Taxes	Gross Sales Subject to Sales Taxes (Per State Sales Tax Bureau)
2013	\$ 17,166,167	\$ 21,474,084	\$ 38,640,251	\$ 1,777,513,216
2012	16,455,997	20,612,267	37,068,264	1,725,142,031
2011	16,892,639	19,902,590	36,795,229	1,662,704,275
2010	16,978,749	19,746,092	36,724,841	1,624,585,790
2009	15,273,539	20,381,753	35,655,292	1,720,117,514
2008	13,753,217	22,350,027	36,103,244	1,823,222,841
2007	15,103,579	22,446,221	37,549,800	1,892,188,843
2006	12,327,064	24,717,190	37,044,254	1,942,486,919
2005	12,173,753	17,873,911	30,047,664	1,479,451,805
2004	12,481,682	16,862,144	29,343,826	1,397,922,230
% Change in Dollars over the 10 Year Period	37.5%	27.4%	31.7%	27.2%

(1) This schedule reports using the modified accrual basis of accounting. State Sales Tax Bureau totals are based upon the State's June 30th fiscal year.

Gross Sales Subject to Sales By County - Forrest		Gross Sales Subject to Sales By County - Lamar		Component Unit - 2% Food & Beverage Tax
	(%)		(%)	
\$ 907,039,107	51%	\$ 870,474,109	49%	\$ 4,981,959
889,634,286	52%	835,507,745	48%	4,463,604
877,852,622	53%	784,851,653	47%	4,254,485
866,344,980	53%	780,912,173	48%	4,625,748
899,713,933	52%	807,144,739	47%	4,627,244
978,033,753	54%	845,189,088	46%	4,566,654
1,043,502,246	55%	848,686,597	45%	4,345,317
814,593,191	42%	827,893,728	43%	3,916,424
836,057,117	57%	643,394,688	43%	3,145,585
807,788,636	58%	590,133,594	42%	2,910,575
	12.3%		47.5%	71.2%

TABLE 6

CITY OF HATTIESBURG, MISSISSIPPI

**DIRECT AND OVERLAPPING PROPERTY TAX RATES - FORREST AND LAMAR COUNTIES
LAST TEN FISCAL YEARS**

FORREST COUNTY:

Year Ended Sept. 30,	Tax Roll Year	City of Hattiesburg				Hattiesburg School District			Forrest County Taxes	Total
		Operations	City Bond & Interest	Other (Library & Pension Fund)	City - Total	Hattiesburg School District Operations	School Bond & Interest Taxes	Total- Schools		
2004	2003	33.50	7.58	6.47	47.55	58.30	7.34	65.64	53.98	167.17
2005	2004	33.50	7.58	6.47	47.55	58.30	7.34	65.64	55.44	168.63
2006	2005	33.50	7.58	6.47	47.55	58.30	7.54	65.84	56.96	170.35
2007	2006	33.50	7.58	6.47	47.55	58.30	7.54	65.84	56.82	170.21
2008	2007	33.50	7.58	6.47	47.55	58.30	7.54	65.84	60.86	174.25
2009	2008	33.50	7.58	6.47	47.55	58.30	7.54	65.84	60.86	174.25
2010	2009	33.50	7.15	6.27	46.92	51.75	6.43	58.18	55.09	160.19
2011	2010	33.50	7.15	6.27	46.92	54.13	7.52	61.65	55.09	163.66
2012	2011	33.50	7.15	6.77	47.42	57.23	6.08	63.31	55.09	165.82
2013	2012	34.65	7.00	5.77	47.42	58.50	7.73	66.23	57.08	170.73

LAMAR COUNTY:

Year Ended Sept. 30,	Tax Roll Year	City of Hattiesburg				Hattiesburg School District			Lamar County Taxes	Total
		Operations	City Bond & Interest	Other (Library & Pension Fund)	City - Total	Hattiesburg School District Operations	School Bond & Interest Taxes	Total- Schools		
2004	2003	33.50	7.58	6.47	47.55	58.30	7.34	65.64	52.14	165.33
2005	2004	33.50	7.58	6.47	47.55	58.30	7.34	65.64	52.14	165.33
2006	2005	33.50	7.58	6.47	47.55	58.30	7.54	65.84	51.37	164.76
2007	2006	33.50	7.58	6.47	47.55	58.30	7.54	65.84	51.37	164.76
2008	2007	33.50	7.58	6.47	47.55	58.30	7.54	65.84	50.87	164.26
2009	2008	33.50	7.58	6.47	47.55	58.30	7.54	65.84	50.87	164.26
2010	2009	33.50	7.15	6.27	46.92	51.75	6.43	58.18	50.86	155.96
2011	2010	33.50	7.15	6.27	46.92	54.13	7.52	61.65	50.86	159.43
2012	2011	33.50	7.15	6.77	47.42	57.23	6.08	63.31	50.85	161.58
2013	2012	34.65	7.00	5.77	47.72	58.50	7.73	66.23	50.83	164.48

TABLE 7

CITY OF HATTIESBURG, MISSISSIPPI

**TOP TEN PROPERTY TAXPAYERS
PROPERTY TAXES ASSESSED IN FISCAL YEAR 2012, COLLECTED FISCAL YEAR 2013**

Taxpayer	Type of Business	Assessment	Percentage of Total Assessed Valuation	Taxes
Mississippi Power	Public Utility	\$ 13,540,400	3.3%	\$ 1,538,866
Wesley Health Systems	Health Care	8,897,186	2.1%	421,905
Wal-Mart	Retail	7,947,853	1.9%	541,444
Kohler Company	Industrial	7,675,638	1.9%	543,790
Western Container	Industrial	7,346,322	1.8%	527,596
Bell South	Public Utility	7,036,841	1.7%	799,737
Hattiesburg Clinic	Health Care	6,846,312	1.7%	759,025
Rexam	Industrial	5,374,848	1.3%	355,976
W.R. Fairchild, et al	Industrial	3,687,344	0.9%	419,067
Bennett York	Commercial	<u>3,160,843</u>	0.8%	324,961
Total of top ten taxpayers		71,513,587	17.3%	
Tax roll total - all other taxpayers		<u>342,843,791</u>	82.7%	
Total taxable assessed values for FY 2012		<u><u>\$ 414,357,378</u></u>	100.0%	

TABLE 8

CITY OF HATTIESBURG, MISSISSIPPI

**COMPUTATION OF LEGAL DEBT MARGIN USING MOST CURRENT TAX ROLLS
SEPTEMBER 30, 2013**

	<u>15% Test</u>	<u>20% Test</u>
Property tax base valuation as prepared by Tax Assessors during the summer months of 2012 for property taxes to be collected in fiscal year 2013	\$ 414,357,378	\$ 414,357,378
Times Applicable %	<u>X 15%</u>	<u>X 20%</u>
Product of Tax Base Times Applicable Percentage	(a) <u>62,153,607</u>	<u>82,871,476</u>
Present General Obligation Debt Subject to Statutory Debt Limits:		
General obligation bonds outstanding at September 30, 2013	26,217,567	26,217,567
Less: exempt bonds	(9,710,136)	(9,710,136)
Add: water & sewer general obligation bonds	n/a	13,653,857
Total general obligation debt outstanding	(b) <u>16,507,431</u>	<u>30,161,288</u>
Margin for Additional General Obligation Debt - (a) minus (b)	<u>\$ 45,646,176</u>	<u>\$ 52,710,188</u>

The City is subject to the limitations of indebtedness prescribed by MS Code Section 21-33-303. No municipality may issue bonds secured by a pledge of its full faith and credit in an amount which, when added to the then outstanding bonded indebtedness of such municipality, would exceed the 15% and 20% tests prescribed in that Code Section. These percentages are applied to the assessed value of the taxable property within such municipality, with certain types of municipal debt excluded from the authorized debt limit tests. Excluded from this test would be tax increment financing bonds, water and sewer revenue bonds, debt secured by tax intercept agreements (sales tax collections, as opposed to the property tax base) and leases subject to annual appropriations.

The municipality is limited to the smaller of the two calculated percentages, and as of September 30, 2013, the 15% test would apply with a calculated margin for additional general obligation debt in the amount of \$45,646,176.

TABLE 9

CITY OF HATTIESBURG, MISSISSIPPI

**RATIO OF NET GENERAL OBLIGATION BONDED DEBT TO ASSESSED VALUE AND NET BONDED DEBT PER CAPITA
LAST TEN FISCAL YEARS**

Year Ended Sept. 30,	Population	Assessed Value	Bonded General Obligation Debt	Less: Bonded Debt Service Funds Available	Net Bonded General Obligation Debt	Ratio of G.O. Bonded Debt to Assessed Values	Net General Obligation Debt Per Capita
2004	45,988	\$ 285,319,298	\$ 22,870,000	\$ 1,113,006	\$ 21,756,994	7.63%	\$ 473.10
2005	47,598	310,609,766	20,590,000	1,321,947	19,268,053	6.20%	404.81
2006	47,598	331,105,907	18,690,000	1,569,644	17,120,356	5.17%	359.69
2007	47,598	350,838,275	16,660,000	2,207,580	14,452,420	4.12%	303.64
2008	47,598	351,031,031	14,640,000	2,297,231	12,342,769	3.52%	259.31
2009	48,012	409,111,676	26,138,549	3,048,077	23,090,472	5.64%	480.93
2010	53,582	409,750,752	34,652,244	3,366,824	31,285,420	7.64%	583.88
2011	45,989	395,386,255	32,952,977	3,529,802	29,423,175	7.44%	639.79
2012	46,626	403,598,585	30,307,943	3,040,255	27,267,688	6.76%	584.82
2013	47,169	414,357,378	26,217,567	2,616,326	23,601,241	5.70%	500.35

TABLE 10

CITY OF HATTIESBURG, MISSISSIPPI

**WATER AND SEWER REVENUE BOND COVERAGE
LAST TEN FISCAL YEARS**

Year Ended Sept. 30,	Gross Revenues	Expenses	Net Revenues Available for Debt Service	Required Ratio Based Upon Applicable % Times Prescribed Annual P & I	Debit Service Requirement Calculated with Applicable %	Coverage Ratio
2004	\$ 8,262,525	\$ 4,999,288	\$ 3,263,237	115% of P & I	\$ 1,785,389	1.83
2005	8,127,768	4,967,317	3,160,451	115% of P & I	1,782,026	1.77
2006	8,831,622	6,316,769	2,514,853	105% of P & I	(1) 1,652,024	1.52
2007	8,495,274	6,481,746	2,013,528	105% of P & I	(1) 1,652,024	1.22
2008	9,107,728	5,796,631	3,311,097	105% of P & I	(1) 1,650,640	2.01
2009	9,907,131	6,797,027	3,110,104	105% of P & I	(1) 1,650,640	1.88
2010	12,245,747	7,006,259	5,239,488	105% of P & I	(1) 1,650,640	3.17
2011	11,734,715	8,937,208	2,797,507	105% of P & I	(1) 1,650,640	1.69
2012	13,218,896	9,700,671	3,518,225	105% of P & I	(2) 2,555,155	1.38
2013	14,726,058	9,416,826	5,309,232	105% of P & I	(2) 2,585,546	2.05

(1) Calculations upon calculations for the 2006 Revenue Bonds.

(2) Calculations upon calculations for the 2006 and 2012 revenue Bonds.

"Expenses" includes all operating expenses, including principal and interest on indebtedness, exclusive of depreciation and principal and interest on the 2006 and 2012 bond issues.

TABLE 11

CITY OF HATTIESBURG, MISSISSIPPI

DEMOGRAPHIC STATISTICS

<u>Year</u>	<u>Hattiesburg</u>	<u>Forrest County</u>	<u>Hattiesburg MSA</u>
1975	39,553	64,659	n/a
1980	40,829	66,018	n/a
1985	41,356	67,166	n/a
1986	41,463	67,396	n/a
1987	41,570	67,625	n/a
1988	41,678	67,855	n/a
1989	14,785	68,084	n/a
1990	41,885	68,314	98,738
1991	42,174	68,743	99,656
1992	42,465	69,175	100,172
1993	42,758	69,609	101,215
1994	43,053	70,046	102,492
1995	43,350	70,486	104,705
1996	43,649	70,929	106,443
1997	43,950	71,374	107,806
1998	44,254	71,822	109,556
1999	44,559	72,274	110,650
2000	44,779	72,727	111,674
2001	45,088	73,184	113,179
2002	45,538	73,916	114,438
2003	45,779	73,465	115,849
2004	45,988	74,565	117,599
2005	47,598	76,056	119,135
2006	48,012	76,372	123,102
2007	48,012	78,241	126,259
2008	48,012	79,425	128,546
2009	48,012	81,078	143,093
2010	53,582	81,078	143,093
2011	45,989	74,934	144,666
2012	46,626	75,842	142,842
2013	47,169	76,894	148,675

(West Hattiesburg-Lamar County portion has population of 6,305 included in 2005 Hattiesburg total.)

Demographic Age Groupings Are Projections Based On Census 2010 Totals:

<u>Age</u>	<u>Hattiesburg 2010</u>	<u>Forrest County 2010</u>
0 - 17 Years	9,696	17,703
18 - 44 Years	18,360	23,285
45 - 64 Years	12,983	25,282
Over 65 Years	4,950	8,664
Median Age	27.1 Years	29.7 Years
% Population under 18 Years	68.10%	64.82%
% Population over 18 Years	10.80%	11.56%

Source: U.S. Bureau of Census. July 1, 2010 information is provided as the most recent year for which data is available.

TABLE 12

CITY OF HATTIESBURG, MISSISSIPPI

CITY EMPLOYEES BY FUNCTION
LAST NINE FISCAL YEARS⁽¹⁾

	2013 Employees	2012 Employees	2011 Employees	2010 Employees	2009 Employees	2008 Employees	2007 Employees	2006 Employees	2005 Employees
Governmental Activities:									
<i>The General Fund:</i>									
City Council	8	7	6	6	6	6	6	7	7
Department of Administration	33	35	37	36	32	32	33	32	33
Urban Planning:									
Planning	9	8	10	11	11	14	14	11	13
Intermodal Facility	-	-	-	-	-	-	3	-	-
MPO	4	5	4	5	5	4	3	4	4
Federal Programs Administration	1	1	2	2	-	-	-	-	-
Code Enforcement	13	14	12	13	13	13	11	10	10
Public Safety:									
City Courts	19	25	27	25	26	27	24	21	25
Police - Officers	111	120	120	124	132	122	129	99	102
Police Department - Non-Sworn	61	62	64	61	69	69	70	50	58
Fire Department - Firefighters	112	114	119	114	118	106	111	124	118
Fire Department - Other than Firefighters	6	4	5	6	6	5	4	6	6
Other	1	1	1	1	1	1	1	1	1
Public Services:									
Traffic Maintenance	7	8	8	9	9	7	7	7	9
Streets	42	42	46	38	40	40	40	38	43
Engineering	7	7	7	5	7	8	8	9	8
Shop	11	12	11	12	13	11	13	11	12
Construction	16	13	15	15	14	12	13	15	16
Sanitation	34	33	34	51	58	60	58	56	61
Other Public Services	26	29	31	28	29	33	32	32	33
Animal Control	4	2	4	3	4	3	3	4	4
Cemetery and Forestry	18	18	18	17	17	17	16	17	18
Parking Operations	8	8	8	8	9	9	9	9	10
<i>Total General Fund</i>	551	568	589	590	619	599	608	563	591
<i>Other Governmental Funds:</i>									
Parks and Recreation	34	37	32	38	69	63	66	65	67
Community Centers	14	14	13	15	14	14	13	13	13
Mass Transit	15	14	15	14	14	14	13	14	14
CDBG	5	5	6	6	5	6	6	5	6
<i>Total Governmental Activities</i>	619	638	655	663	721	696	706	660	691
Business-type Activities:									
<i>Water and Sewer System:</i>									
Customer Accounts	10	7	7	7	7	7	7	7	7
Water - Plant and Transmission	31	31	32	37	38	41	45	44	46
Sewers and Lagoons	21	20	24	24	26	27	25	24	24
<i>Total Business-type Activities</i>	62	58	63	68	71	75	77	75	77
<i>Total Primary Government</i>	681	696	718	731	792	771	783	735	768

(1) Information based upon last payroll processed in the month of September. Information not available for last ten years of reporting but will be accumulated over time as it becomes available. This schedule is based upon full-time and part-time employees for whom checks were processed as of the last September payroll.

TABLE 13

CITY OF HATTIESBURG, MISSISSIPPI

**CONSTRUCTION, BANK DEPOSITS, AND ASSESSED PROPERTY VALUES
LAST TEN FISCAL YEARS**

Year Ended Sept. 30,	Commercial Construction		Residential Construction		Hattiesburg MSA Bank Deposits (000's omitted)	Total assessed Valuation
	Permits Issued	Value	Permits Issued	Value		
2004	56	\$ 30,387,693	146	\$ 21,440,459	\$ 1,567,676	\$ 285,319,298
2005	87	52,893,843	100	21,985,228	1,744,946	310,609,766
2006	180	70,375,827	144	18,386,947	2,133,000	331,905,907
2007	106	55,150,982	232	36,446,885	2,191,240	351,031,031
2008	98	59,356,851	218	16,707,346	2,100,716	362,674,772
2009	42	83,256,364	67	7,417,942	2,282,467	409,111,676
2010	187	29,397,654	395	7,214,963	2,429,065	409,750,752
2011	247	53,929,531	493	17,926,574	2,495,371	395,386,255
2012	215	85,713,105	430	11,346,201	2,510,860	403,598,585
2013	272	62,005,982	643	13,806,903	2,516,268	414,357,378

TABLE 14

CITY OF HATTIESBURG, MISSISSIPPI

CAPITAL ASSET AND INFRASTRUCTURE STATISTICS BY FUNCTION
LAST EIGHT FISCAL YEARS ⁽¹⁾

	2013	2012	2011	2010	2009	2008	2007	2006
Police:								
Stations	1	1	1	1	1	1	1	1
Sub-stations	4	4	4	4	4	4	4	2
Fire:								
Stations	8	8	8	8	8	8	8	8
Hydrants	1950	1950	1950	1950	1950	1950	1850	1750
Solid Waste Management:								
Trucks	24	24	24	24	24	24	24	24
<i>(The City is a member of a regional landfill authority)</i>								
Parks and Recreation:								
Zoo	1	1	1	1	1	1	1	1
Soccer/tennis/softball complex	1	1	1	1	1	1	1	1
Baseball/softball facilities	4	4	4	4	4	4	4	4
Water:								
Pumping capacity (gallons per minute)	17,500 GPM	17,500 GPM	17,500 GPM	17,500 GPM	17,050 GPM	17,050 GPM	17,050 GPM	17,050 GPM
Average daily water pumping capacity (gallons)	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD
Average daily water pumped (gallons)	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,500,000 GPD	9,700,000 GPD
Miles of water mains - 6" through 20"	295 miles	295 miles	292 miles	292 miles	292 miles	292 miles	278 miles	272 miles
Miles of water mains - 4" or less	50 miles	50 miles	48 miles	48 miles	48 miles	48 miles	30 miles	30 miles
Number of wells	13	13	13	13	13	13	13	14
Water storage tanks	9	9	9	9	9	9	7	7
Sewer:								
Miles of sewer collection mains	352 miles	352 miles	350 miles	350 miles	350 miles	350 miles	350 miles	350 miles
Average daily treatment (million gallons per day):								
South lagoon	11.1 MGD	11.1 MGD	11.1 MGD	11.1 MGD	11.1 MGD	11.1 MGD	10.8 MGD	10.5 MGD
North lagoon	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD
Total average daily treatment	12.7 MGD	12.7 MGD	12.7 MGD	12.7 MGD	12.7 MGD	12.7 MGD	12.4 MGD	12.1 MGD
Permitted treatment capacity	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD
Streets:								
Miles of paved streets	351 miles	351 miles	350 miles	350 miles	350 miles	350 miles	350 miles	350 miles
Miles of unpaved streets	1 mile	1 mile	1 mile	1 mile	1 mile	1 mile	1 mile	1 mile
Area of City - square miles	55.4	55.4	55.4	55.4	55.4	55.4	55	54

(1) Information not available for the last ten years of reporting, but will be accuulated over time as it becomes available.

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June 27, 2014

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Hattiesburg, Mississippi for the year ended September 30, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 13, 2013. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Hattiesburg, Mississippi are described in Note 1 to the financial statements.

As described in Note 1, Section B to the financial statements, the City of Hattiesburg, Mississippi changed accounting policies related to discretely presented component units by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 61, *The Financial Reporting Entity*, in fiscal year 2013. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

As described in Note 1, Section E to the financial statements, in 2013 the City established an accounting policy for estimating an allowance for doubtful water and sewer account balance.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Hattiesburg, Mississippi's financial statements were:

- Management's estimate of the depreciation of capital assets is based on the estimated useful life of those assets. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the allowance for doubtful accounts for water and sewer receivable is based on historical water and sewer revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the allowance for uncollectible accounts for fines receivable is based on the historical industry average for the collection rate of police fines receivable. We evaluated the key factors and assumptions used to develop the allowance for fines receivable in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. The most sensitive disclosures affecting the financial statements were:

- As reported in Note 16 to the financial statements, the City of Hattiesburg, Mississippi's dispute with the City of Petal, Mississippi over waste water treatment rates is ongoing litigation that could have a material effect on the City of Hattiesburg, Mississippi's water and sewer revenue. Due to the uncertainties involved and issues surrounding this case, the outcome and its effect on the City of Hattiesburg, Mississippi's financial statements is unknown and cannot be reasonably estimated at this time.
- Subsequent events related to the wastewater issues disclosed in Note 23 to the financial statements describe the current status of the city's efforts to comply with the Mississippi Department of Environmental Quality (MDEQ) Order. Additionally, as described in Note 16, the City's ability to comply with the above-noted MDEQ order on a timely basis, including addressing applicable financial requirements will continue to be a matter of the utmost importance to the viability of the City's Water and Sewer System.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. The following material misstatements detected as a result of audit procedures were corrected by management:

- A prior period adjustment was made to the water and sewer revenue fund to properly record the cost and related accumulated depreciation for generators that were purchased in a prior fiscal year.
- An entry was made to correct the posting of fines and penalties for the North Lagoon.
- A prior period adjustment was made to record the allowance for doubtful accounts for the water and sewer fund as well as the adjustment for the current year allowance.
- An entry was made to record insurance claims expenses incurred but not paid and to allocate balances due to the respective funds.
- An entry was made to adjust claims activity in Fund 109 for expenditures already recognized in the various payroll cost centers.
- A prior period adjustment was made to Fund 109 to eliminate the beginning fund balance and recognize the amount on hand at September 30, 2012 as due to plan administrator for the payment of insurance claims.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 26, 2014.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We also discussed with management audit findings or issues discovered during the course of the audit and make the following recommendations:

1. As the City finalizes the various components of its long-term wastewater treatment solutions, including rate structures and other possible funding sources, the City should ascertain at all times that compliance with existing water and sewer revenue bond requirements, including the annual net revenue tests, are met in conjunction with any new wastewater treatment contractual agreements.
2. We recommend that each department, in particular outlying departments such as Parks and Recreations and Community Centers, make intact deposits on a daily basis as opposed to periodic deposit of accumulated receipts.
3. We recommend that an aging report be reviewed on a monthly basis by the Water and Sewer billing department to ensure that collections and cutoffs are being applied according to the City's ordinance.
4. We recommend that open lines of communication be established between the various departments in the Water and Sewer system particularly concerning the establishment of new accounts, replacement of outdated or broken meters which result in unbilled or erroneously billed accounts.
5. We noted that procedures are in place to comply with procurement, suspension, and debarment compliance requirements pursuant to OMB Circular A-133. We recommend that documentation be kept of all excluded parties listing searches prior to issuing any contracts as required by federal and state law.
6. We recommend that the City review the status of any unusual water and sewer billing arrangements and, if necessary, document proper authorization in the minutes of such arrangements. An example of this would be the City providing water and sewer utilities to the Hattiesburg Convention Center based upon informal agreements.
7. We recommend that the City implement a procedure at the Water & Sewer Billing Office that requires a documented managerial approval of adjustments made to account balances due to posting errors, cutoff fees, adjustments to sewer bills due to filling swimming pools, garbage billing errors, etc.
8. We believe that the City would benefit greatly from an internal audit function. In addition to assisting the City Clerk with the important custodial responsibilities over the protection of City assets, an internal auditor could routinely perform procedures designed to identify potential problems and to assist management in reviewing financial reports (e.g., water and sewer receivables, outstanding fines, etc.) and with grant compliance procedures, including the documented review of the financial reporting information.
9. We noted that the City has implemented certain internal controls over the utilization of fuel cards for City vehicles. In addition to those procedures, we recommend that the City design procedures that would identify unusual fuel consumption volumes or patterns and that this information be reported to management on a timely basis. There should be a method of documenting the results of management's follow-up inquiries included in this reporting function.

We have the following recommendations regarding IT environment after completing our audit procedures:

- Servers running Windows Server 2003 should be replaced or upgraded to Windows Server 2008 or Server 2012 before Windows Server 2003 reaches end of support in July, 2015.

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

- Workstations running Windows XP should be replaced or upgraded to Windows 7 or Windows 8 before Windows XP reaches end of support in April, 2014.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of City Council and management of the City of Hattiesburg, Mississippi and is not intended to be, and should not be, used by anyone other than these specified parties.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

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RICHARD G. TOPP, CPA
FRANK H. McWHORTER, JR., CPA
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Certified Forensic Accountant
JOSEPH C. TOWNSEND, CPA
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COMMUNICATION OF SIGNIFICANT DEFICIENCIES AND MATERIAL WEAKNESSES

To the City Council
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi as of and for the year ended September 30, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the City of Hattiesburg, Mississippi's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness:

The City's water service cut-off policies and procedures applicable to the termination of water utility service and the requirement for full payment for the resumption of water utility service were not consistently applied. In some cases, this was determined to have been the result of management override of internal controls that would have otherwise been applied to delinquent accounts.

To the City Council
City of Hattiesburg

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in internal control to be a significant deficiency:

During fiscal year ended September 30, 2013, the City inadvertently included in cash reimbursement requests transactions that had been initiated but not yet paid by the City. This was determined as the result of the City's internal control policies and procedures that were being utilized to compile reimbursement requests failed to delineate items that were received but not yet paid for.

This communication is intended solely for the information and use of the City Council and management and others within the City of Hattiesburg, Mississippi, and is not intended to be, and should not be, used by anyone other than these specified parties.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, July 8, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda item VI.-8 at the request of the Administration to read as follows:

VI.-8 2014-1203

APPROVE or DENY to Adopt an Ordinance for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Attachments: June PC Minutes (DRAFT)
 Image Sheet - J Ed Turner Dr (Eye)
 Staff Summary - 0 J Ed Turner Road (Zoning Designation)
 Ordinance -J Ed Turner (Eye)
 executed Ordinance -J Ed Turner (Eye) ORD#3137

Add Policy Agenda items VI.-25 and VI.-26 at the request of the Administration as follows:

VI.-25 2014-1232

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.

Attachments: Engagement Letter - City of Hattiesburg - Groundworx Litigation (01855930)
 executed Engagement Letter - City of Hattiesburg - Groundworx Litigation (01855930)

VI.-26 2014-1178

Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

Attachments: Regions Parking Agreement
 Regions Parking Agreement - Revised
 executed Regions Parking Agreement - Revised

Add Routine Agenda items VII.-12 and VII.-13 at the request of the Administration as follows:

VII.-12 2014-1230

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2013, from Nicholson & Company, P.A. (on file in the City Clerk's Office).

Attachments: City of Hattiesburg Water & Sewer Audit 9-30-2013

VII.-13 2014-1231

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

Attachments: Final City of Hattiesburg MS YE 9-30-2013 Audit
Nicholson & company letter to Council, 2013 Audit Findings
Nicholson & Company letter to Council, 2013 Audit, Significant Deficiencies



City of Hattiesburg, MS

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

Master

File Number: 2014-1203

File ID: 2014-1203

Type: Ordinance

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 06/30/2014

Brief Title: Zoning of Annexed Property - J Ed Turner Rd (John Eye)

Final Action: 07/08/2014

Minute Book Number: MB2014-189

Title:

APPROVE or DENY to Adopt an Ordinance for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: June PC Minutes (DRAFT), Image Sheet - J Ed Turner Dr (Eye), Staff Summary - 0 J Ed Turner Road (Zoning Designation), Ordinance -J Ed Turner (Eye), executed Ordinance -J Ed Turner (Eye) ORD#3137

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	07/08/2014					
2	City Council	07/08/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to APPROVE to Adopt an Ordinance (#3137) for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2014-1203

Title

APPROVE or DENY to Adopt an Ordinance for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Summary

Zoning of Annexed Property - J Ed Turner Rd (John Eye)

**MINUTES OF THE
SPECIAL-CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 18, 2014**

The Hattiesburg Planning Commission did meet in a special-called session on June 18, 2014 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Don McCleskey

Also Present: Pattie Brantley, AICP, Director of Urban Development
Michael Maret, Planner
Steve Mitchell, Building Official
Tamika Paige, Planning Office Manager

Joseph White, Chairman, declared the special-called meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Commissioner Annie Pope, gave the invocation.

AGENDA REVIEW

There came the matter of the June 2014 Agenda. Ms. Brantley pointed out an error in the order of petitions within the public hearing which needed correction. A request was made by Chairman White for a motion to Approve or Deny the amended June 2014 Agenda. A motion was made by Commissioner Wilson to Approve the June 2014 Agenda and Seconded by Commissioner Horton.

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

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the May 2014 minutes. A request was made by Chairman White for a motion to Approve or Deny the May 2014 Minutes. A motion was made by

Commissioner McMurtrey to approve the minutes and seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

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

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided the commission with a report breaking down issued permits, buildings demolished, fees collected, etc., for this year to date compared to last year.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White reported that John Blanks had given his resignation to the Mayor after the May Commission Meeting and thanked him for his service as a commissioner.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Variance), Design Team Sign Company LLC, Petitioner, on behalf of McAlister's Corp, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to request a variance from Article 3, Section 60.04 (2C) which states that a corner lot side yard abutting a street right-of-way shall be a minimum of thirty (30) feet and instead allow fourteen (14) feet, for a certain property located at 2300 Hardy Street (Parcels #028O-08-113.00, PPIN #16475, Ward 4). The subject property is zoned B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Rob Parker, Manager	2300 Hardy Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the variance for the side yard setback variance of sixteen (16) feet of the requirements of Article 3, Section 60.04.2.C to allow a fourteen (14) foot from the side property line. She stated the basis for her motion is that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Pope.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Zoning Designation), John Eye, Petitioner, on behalf of LongLeaf Trace, LLC / Stan Hall, Owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Ed Vines, Mr. Eye Rep.	127 Lexington Circle	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Horton made a motion to approve the zoning designation of A-2 (Agricultural-Residential) District. She stated the basis for her motion is that it has been unzoned since annexation. The motion was seconded by Commissioner Wilson.

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

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Items C (Rezoning), Frankie L. Benton, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of a certain property located at 1710 James Street (Parcel #037N-23-038.00, PPIN #10732, Ward 5) from R-1A (Single-Family Residential) District to R-3 (Multi-Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Frankie Benton	19 Langston Rd	Hattiesburg, MS
<u>Proponents:</u>	Frank Hall	718 Tatum Rd	Hattiesburg, MS
	Pamela Cooley	1710 James St	Hattiesburg, MS
	Lillie Casks	847 Edward Knight Rd	Hattiesburg, MS
	Doris Benton	19 Langston Rd	Hattiesburg, MS
	Leroy Dravage	33 Vicks Circle	Hattiesburg, MS
<u>Opponents:</u>	None		

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

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

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 2:08 P.M.

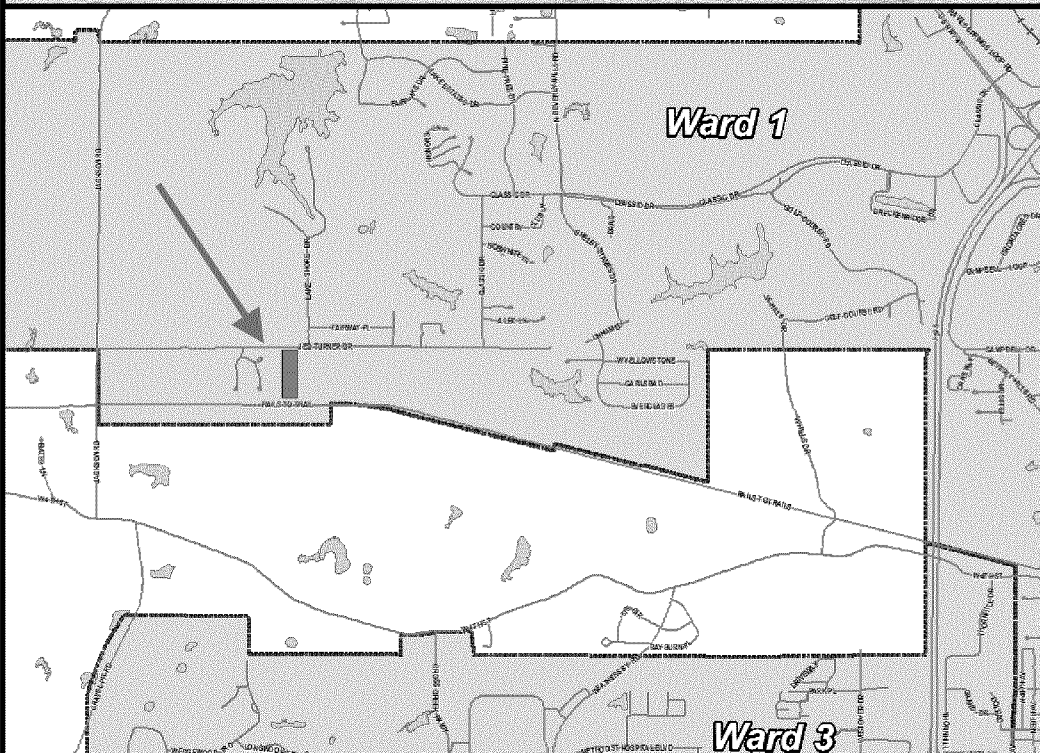
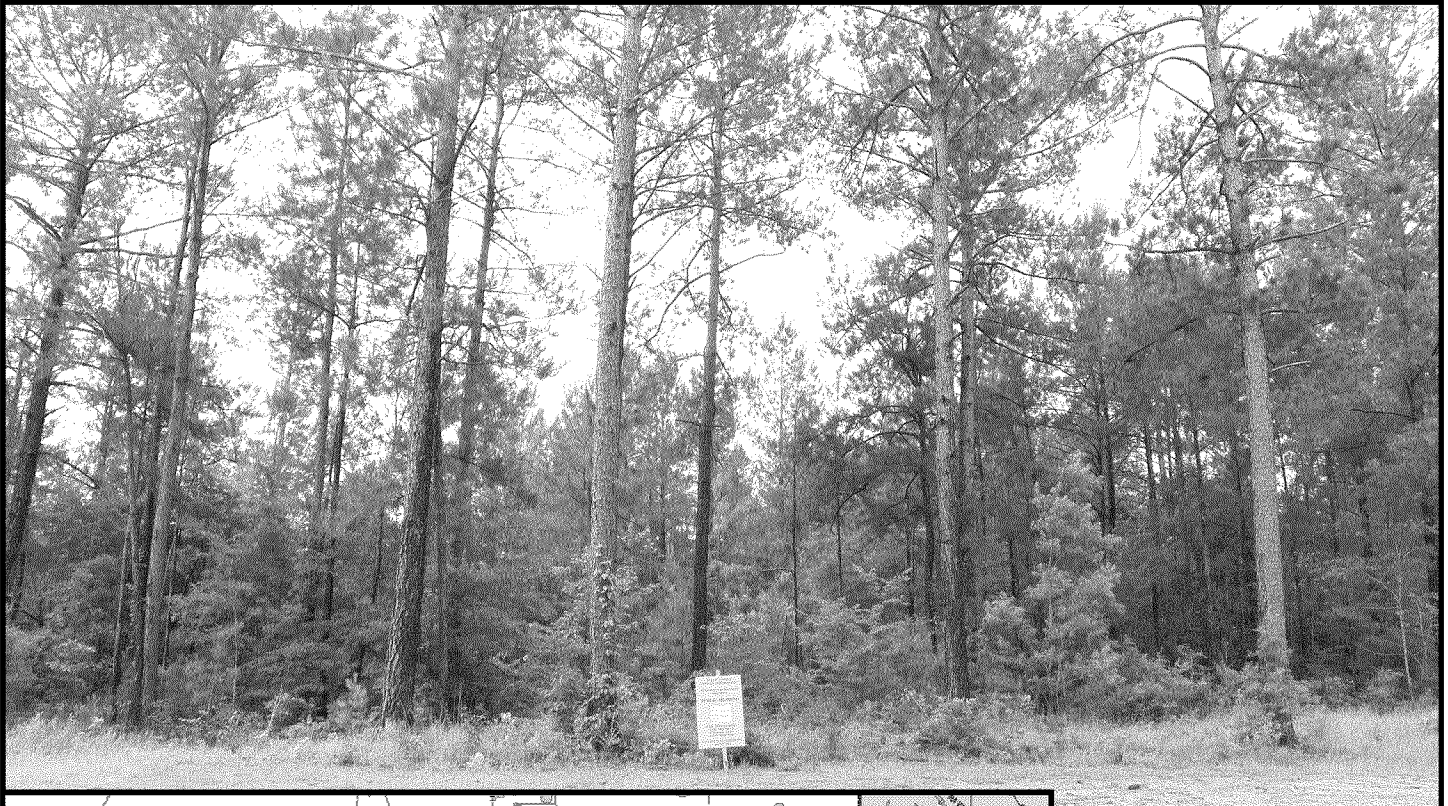
Joe White, Chairman

Pattie Brantley, Director of Urban Development.

SUBJECT PARCEL:

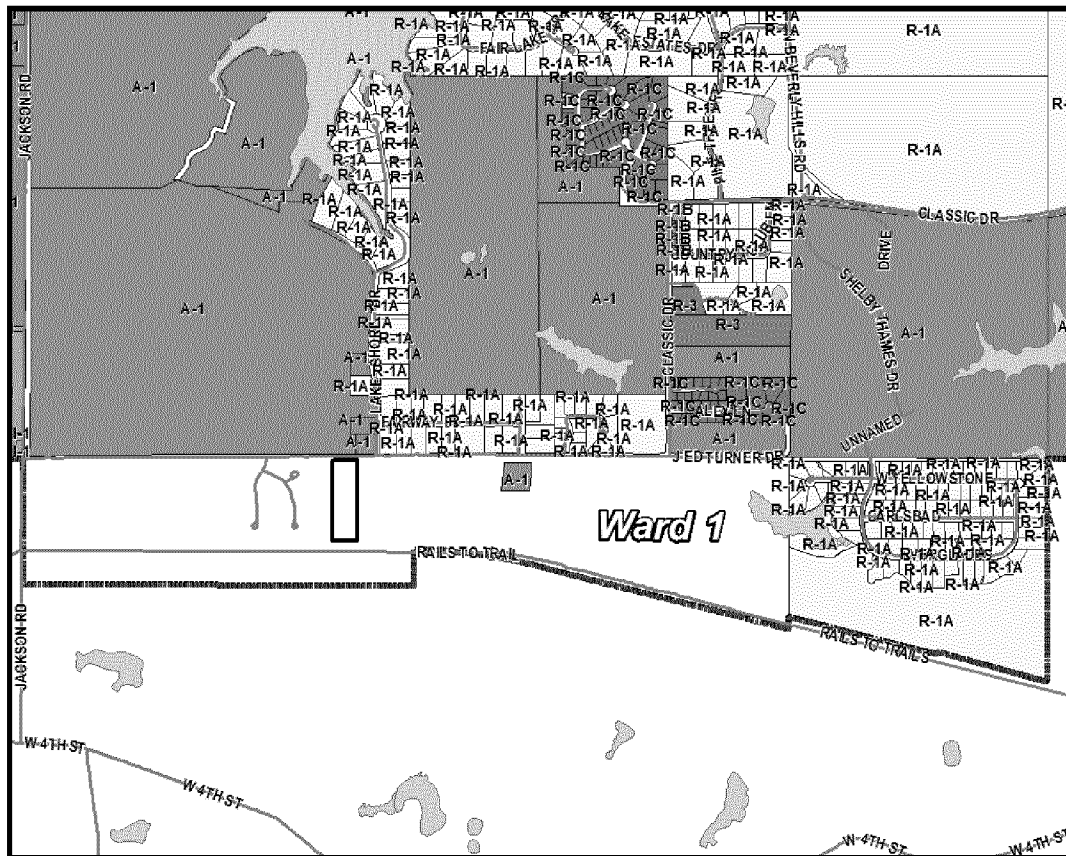
0 J Ed Turner Drive, John Eye

The applicant requests a zoning designation of A-2 (Agricultural-Residential) District to allow the owner to construct a residence on the lot.

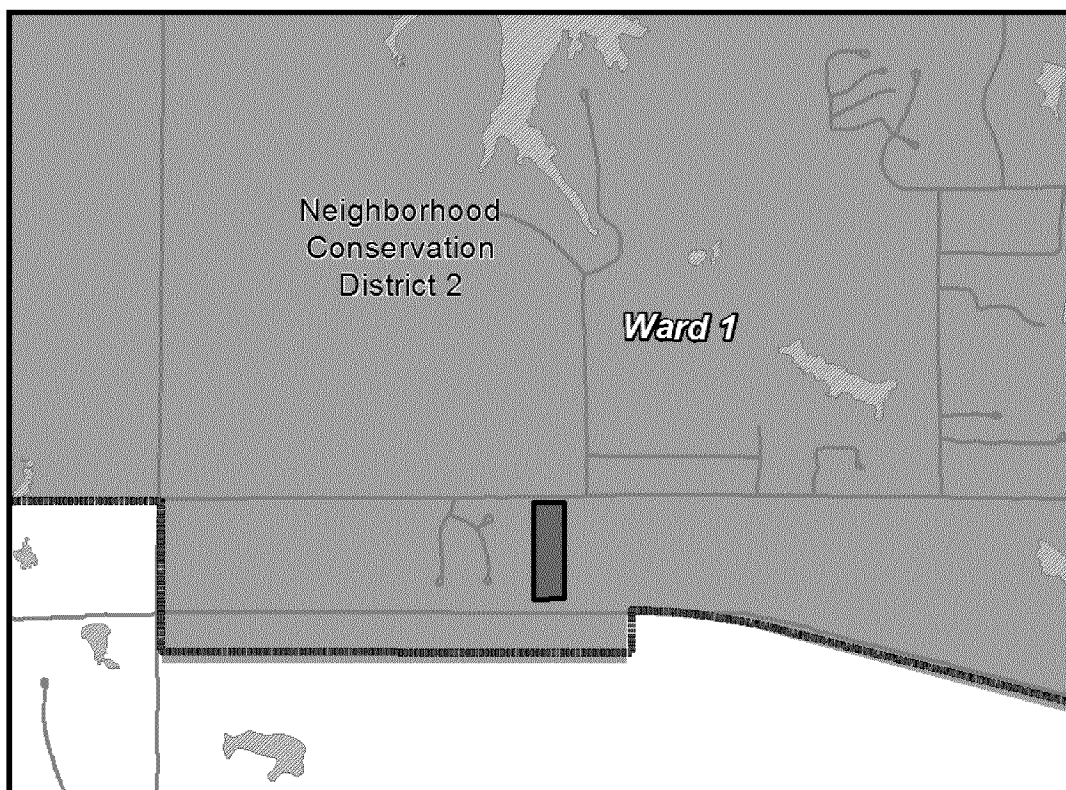


Vicinity Map

Zoning Map



Future Land Use Map



SURROUNDING AREA

Northern Direction: Lake Estates Development zoned R-1A (Single-Family Residential) District and undeveloped forested land zoned A-1 (General Agricultural) District is located to the north of the property.



Eastern Direction: More undeveloped and unzoned lots similar to the subject parcel.



Southern Direction: Long Leaf Trace and forested lands.



Western Direction: Unzoned Subdivision.





**Planning Commission
Case Fact Sheet**

Name of Applicant:	John Eye, Applicant		
Name of Owners:	Longleaf Trace, LLC / Stan Hall, Owners		
Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
0 J. Ed Turner Drive	052B-03-004.002	30696	1

Requests: **Zoning**

Purpose of Request: To consider an application to **Designate the Zoning** within an annexed and unzoned area as **A-2 (Agricultural-Residential) District.**

Applicant Summary: Property was annexed on October 21, 2008 and is currently not zoned.

Applicable Regulations:
SECTION 51

A-2 AGRICULTURAL-RESIDENTIAL DISTRICT

51.01 General Description - This district is intended to provide an area for residential development with restricted agricultural endeavors. This zoning district is to encourage large lots, open space and low density of population through Single-Family residential development in an agricultural environment.

**Surrounding Zoning
and Land Use:**

North: R-1A Single Family Residential District / A-1 General Agriculture District
South: Unincorporated Lamar County
East: Unzoned / City of Hattiesburg
West: Unzoned / City of Hattiesburg

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Neighborhood Conservation District 2.

District Overview: The **Neighborhood Conservation District 2** is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

**Most Nearly
Bounded By (streets):**

This parcel is bounded to the north by J. Ed Turner Drive, Jackson Road to the west, W 4th Street to the south, and Evergreen Road to the east.

Adverse Influences:

None

Positive Influences:

Allow for development of the site.

Consistent with surrounding development patterns.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of June 13, 2014.

Comments:

Previously undeveloped property.

A-2 is appropriate for low density development.

Basis for Approval:

Annexation

Options:

Recommend approval or denial of the request to designate the zoning of the subject parcel to A-2 (Agricultural-Residential) District. Said parcel being: 052B-03-004.002 (PPIN #30696).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR AN UNDEVELOPED LOT ALONG J. ED TURNER ROAD (A PORTION OF
PARCEL 052B-03-004.002, PPIN 30696, WARD 1), FROM ANNEXED AND UNZONED
TO A-2 (AGRICULTURAL-RESIDENTIAL) DISTRICT.**

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

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

Annexation

Said property is described as follows:

A PORTION OF PPIN 30696 (J. Ed Turner Road):

A part of the Northwest ¼ of the Northeast ¼ of Section 3, Township 4 North, Range 14 West, County of Lamar, State of Mississippi, being more particularly described as:

Commencing at the Northeast Corner of said Section 3; thence run South for 0.89 feet to a point on the South Right-of-Way line of J. Ed Turner Road; thence run S89°59'05" W along said South Right-of-Way line for 1030.96 feet; thence run S88°29'19"W along said South Right-of-Way line for 773.49 feet to the Point-of-Beginning; thence run S89°16'15"W along said South Right-of-Way line for 257.76 feet; thence run South for 849.85 feet to a point on the North Right-of-Way line of Longleaf Trace (Rails to Trails); thence run S88°07'46"E along said North Right-of-Way line for 257.88 feet; thence run North for 844.71 feet to the Point-of-Beginning, comprising 5.01 Acres more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3137

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR AN UNDEVELOPED LOT ALONG J. ED TURNER ROAD (A PORTION OF
PARCEL 052B-03-004.002, PPIN 30696, WARD 1), FROM ANNEXED AND UNZONED
TO A-2 (AGRICULTURAL-RESIDENTIAL) DISTRICT.**

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

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

Annexation

Said property is described as follows:

A PORTION OF PPIN 30696 (J. Ed Turner Road):

A part of the Northwest ¼ of the Northeast ¼ of Section 3, Township 4 North, Range 14 West, County of Lamar, State of Mississippi, being more particularly described as:

Commencing at the Northeast Corner of said Section 3; thence run South for 0.89 feet to a point on the South Right-of-Way line of J. Ed Turner Road; thence run S89°59'05" W along said South Right-of-Way line for 1030.96 feet; thence run S88°29'19"W along said South Right-of-Way line for 773.49 feet to the Point-of-Beginning; thence run S89°16'15"W along said South Right-of-Way line for 257.76 feet; thence run South for 849.85 feet to a point on the North Right-of-Way line of Longleaf Trace (Rails to Trails); thence run S88°07'46"E along said North Right-of-Way line for 257.88 feet; thence run North for 844.71 feet to the Point-of-Beginning, comprising 5.01 Acres more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

The foregoing Ordinance having been reduced to writing, the same was Delgado introduced by Council member Naylor seconded by Council member 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 foregoing Ordinance adopted and approved, this the 8th day of July A.D., 2014.

(S E A L)

ATTEST:

Delora K. Burando
CLERK OF COUNCIL

ADOPTED:

K. Braddy
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 8th day of July A.D., 2014.

ATTEST:

Sharon Winters, D.C.
CITY CLERK

APPROVED:

Jimmy J. White
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1232

File ID: 2014-1232

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2014

Brief Title: Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for Groundworx, LLC lawsuit.

Final Action: 07/08/2014

Minute Book Number: MB2014-197

Title:

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.

Notes:

Sponsors:

Enactment Date:

Attachments: Engagement Letter - City of Hattiesburg - Groundworx Litigation (01855930), executed Engagement Letter - City of Hattiesburg - Groundworx Litigation (01855930)

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/08/2014					
1	City Council	07/08/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1232

Title

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.

Summary

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for Groundworx, LLC lawsuit.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Lawrence E. Allison, Jr.

E-mail: llallison@brunini.com
Direct: 601.960.6844

The Pinnacle Building, Suite 100
190 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601.948.3101

Post Office Drawer 119
Jackson, Mississippi 39205

Facsimile: 601.960.6902

July 8, 2014

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Re: *Groundworx, LLC vs. City of Hattiesburg, Mississippi* - Chancery Court of
Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO

Dear Mayor DuPree:

We appreciate having been selected to represent the City of Hattiesburg in connection with the litigation referenced above. This engagement letter will confirm our discussions with you, the City Attorney, and other representatives of the City concerning our engagement, and will briefly outline the terms of our engagement in this matter. In that connection, this letter is not intended to alter the terms of our engagement in any other matter in which we have been retained to represent the City.

Our client in this matter is the City. We have not been engaged to represent the Mayor, any member of the City Council, or any employee or other representative of the City. Joseph Sclafani and I will have primary responsibility for representation of the City in this matter, and we will utilize other firm lawyers and legal assistants as we believe appropriate in the circumstances. John Milner will provide assistance, and will continue to provide any needed coordination among the various matters for which we have been engaged to represent the City, particularly including any coordination that may be needed between this matter and other matters for which we have been engaged to represent the City. This will also confirm that we have discussed with appropriate representatives of the City our assumption that Walter Weems, and perhaps John Milner, may be called by Groundworx as witnesses to provide evidence in this matter concerning negotiations pertaining to the contract executed by Groundworx and the City, which contract is the subject matter of this matter.

We will provide legal counsel to the City in this matter in accordance with the terms of engagement outlined in this letter and in reliance upon information and guidance provided to us by the City Council and its representatives, and by you and other City officials. To enable us to represent the City effectively, the City agrees to cooperate fully with us in all matters relating to this case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise reasonably request. The City will also make appropriate

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 2

representatives reasonably available to attend meetings, conferences, hearings and other proceedings when requested.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any member or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by the City as a promise or guarantee.

Our fees will be based primarily on the amount of time spent on behalf of the City. Each lawyer and legal assistant will be billed at a rate based generally on experience and special knowledge. The rate multiplied by the time expended, measured in quarters of an hour, will be the initial basis for determining the fee. Our hourly rates charged in this matter will be consistent with rates charged in other matters for which we have been engaged to represent the City. Our billing rates are adjusted from time to time, and our statements will reflect the hourly rates in effect when the services are rendered.

We typically incur costs in connection with legal representation. In addition to fees for services rendered, the City agrees to pay the expenses we incur in representing it in this matter. Expenses such as travel expenses, parking, filing fees, court reporter fees, charges for transcripts, and fees and expenses of accountants or other experts or consultants retained on behalf of the City with its consent, generally will be billed at our actual costs. Expenses such as in-house copying, on-line computerized research, long distance telephone charges, mileage, additional personnel retained on a contract basis to assist in the matter, staff overtime required to meet short deadlines, and messenger services will be charged at rates that we establish. Those rates may be based upon a number of factors, including our direct and indirect costs (which, because of our arrangements with our vendors, may not be allocable directly to specific matters), administrative costs, and overhead. For significant expenditures, such as expert fees and expenses, large copying projects, or significant court reporting fees or transcript charges, we may forward statements to the City for payment direct by it to the vendor. The City also agrees to pay the charges for copying documents for retention in our files.

Unless otherwise directed, we understand that our statements for services rendered and expenses incurred on behalf of the City will be paid by the City and should be addressed to the City and submitted to you at the address set forth above. Statements will normally be submitted monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than sixty days, we may suspend performing services for the City until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to charge interest at the rate of eight percent (8%)

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 3

per annum (or the maximum rate allowed by Mississippi law if lower) on any unpaid amounts sixty or more days past due.

The fees and costs to be incurred by the City are not predictable. Accordingly, we have made no representation or commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed or in the future may discuss represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

The City acknowledges that our firm is a relatively large law firm that represents many other companies and individuals. Thus, during the time in which we are representing the City, we may also represent other present or future clients in disputes or transactions that are adverse to the City and that are unrelated to our firm's representation of the City. For example such disputes and transactions may involve present or future clients such as Telepak Networks, Inc., Cellular South, Inc., Cellular South Real Estate, Inc., and others. Therefore, the City has agreed that our representation of the City in this matter will not disqualify our firm from opposing the City in other matters, including litigation, that are unrelated to the subject matter of this representation, and the City has consented to any conflict of interests with respect to those representations. We agree, however, not to use any proprietary or other confidential information of a non-public nature concerning the City that we acquire as a result of our representation of the City to its material disadvantage in connection with any litigation or other matter in which we are opposed to the City.

Either the City or our firm may terminate this engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct and to any rule of court that may require us to obtain the permission of the court to withdraw as counsel of record to the City. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the City in this matter pending its engagement of successor counsel. The termination of the engagement will not affect the City's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred after the termination in connection with an orderly transition of the matter. If such termination occurs, the papers and property of the City will be returned to it promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by us. Our files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of our lawyers.

Unless previously terminated, our representation of the City in this matter will terminate upon our sending the City our final statement for services rendered and expenses incurred on its

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 4

behalf in this matter. Following such termination, any otherwise non-public information that the City has provided to us and that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned to it promptly upon receipt of payment of our outstanding fees and costs. Our own files will be retained by the firm. All documents retained by the firm will be transferred to the person(s) responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expense, we reserve the right to destroy or otherwise dispose of any such files, documents or other materials that are retained by us within a reasonable time after the termination of the engagement.

Again, we appreciate having been selected to represent the City in this matter. Please review this letter carefully and have it reviewed by the City Council. If you or the City Council has any questions about the matters discussed in this letter, please do not hesitate to contact me to discuss them. However if the terms of engagement set forth in the letter are satisfactory to you and to the City Council, please have the letter signed below by an appropriate representative of the City to reflect the City's approval of, and agreement to, the terms of engagement and return a signed copy to me for our files.

Sincerely,

Brunini, Grantham, Grower & Hewes, PLLC



Lawrence E. Allison, Jr.

APPROVED AND AGREED:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

(Printed Name): _____

Title: _____

Date: _____



Lawrence E. Allison, Jr.

E-mail: lallison@brunini.com
Direct: 601.960.6844

The Pinnacle Building, Suite 100
190 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601.948.3101

Post Office Drawer 119
Jackson, Mississippi 39205
Facsimile: 601.960.6902

July 8, 2014

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Re: *Groundworx, LLC vs. City of Hattiesburg, Mississippi* - Chancery Court of
Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO

Dear Mayor DuPree:

We appreciate having been selected to represent the City of Hattiesburg in connection with the litigation referenced above. This engagement letter will confirm our discussions with you, the City Attorney, and other representatives of the City concerning our engagement, and will briefly outline the terms of our engagement in this matter. In that connection, this letter is not intended to alter the terms of our engagement in any other matter in which we have been retained to represent the City.

Our client in this matter is the City. We have not been engaged to represent the Mayor, any member of the City Council, or any employee or other representative of the City. Joseph Sclafani and I will have primary responsibility for representation of the City in this matter, and we will utilize other firm lawyers and legal assistants as we believe appropriate in the circumstances. John Milner will provide assistance, and will continue to provide any needed coordination among the various matters for which we have been engaged to represent the City, particularly including any coordination that may be needed between this matter and other matters for which we have been engaged to represent the City. This will also confirm that we have discussed with appropriate representatives of the City our assumption that Walter Weems, and perhaps John Milner, may be called by Groundworx as witnesses to provide evidence in this matter concerning negotiations pertaining to the contract executed by Groundworx and the City, which contract is the subject matter of this matter.

We will provide legal counsel to the City in this matter in accordance with the terms of engagement outlined in this letter and in reliance upon information and guidance provided to us by the City Council and its representatives, and by you and other City officials. To enable us to represent the City effectively, the City agrees to cooperate fully with us in all matters relating to this case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise reasonably request. The City will also make appropriate

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 2

representatives reasonably available to attend meetings, conferences, hearings and other proceedings when requested.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any member or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by the City as a promise or guarantee.

Our fees will be based primarily on the amount of time spent on behalf of the City. Each lawyer and legal assistant will be billed at a rate based generally on experience and special knowledge. The rate multiplied by the time expended, measured in quarters of an hour, will be the initial basis for determining the fee. Our hourly rates charged in this matter will be consistent with rates charged in other matters for which we have been engaged to represent the City. Our billing rates are adjusted from time to time, and our statements will reflect the hourly rates in effect when the services are rendered.

We typically incur costs in connection with legal representation. In addition to fees for services rendered, the City agrees to pay the expenses we incur in representing it in this matter. Expenses such as travel expenses, parking, filing fees, court reporter fees, charges for transcripts, and fees and expenses of accountants or other experts or consultants retained on behalf of the City with its consent, generally will be billed at our actual costs. Expenses such as in-house copying, on-line computerized research, long distance telephone charges, mileage, additional personnel retained on a contract basis to assist in the matter, staff overtime required to meet short deadlines, and messenger services will be charged at rates that we establish. Those rates may be based upon a number of factors, including our direct and indirect costs (which, because of our arrangements with our vendors, may not be allocable directly to specific matters), administrative costs, and overhead. For significant expenditures, such as expert fees and expenses, large copying projects, or significant court reporting fees or transcript charges, we may forward statements to the City for payment direct by it to the vendor. The City also agrees to pay the charges for copying documents for retention in our files.

Unless otherwise directed, we understand that our statements for services rendered and expenses incurred on behalf of the City will be paid by the City and should be addressed to the City and submitted to you at the address set forth above. Statements will normally be submitted monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than sixty days, we may suspend performing services for the City until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to charge interest at the rate of eight percent (8%)

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 3

per annum (or the maximum rate allowed by Mississippi law if lower) on any unpaid amounts sixty or more days past due.

The fees and costs to be incurred by the City are not predictable. Accordingly, we have made no representation or commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed or in the future may discuss represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

The City acknowledges that our firm is a relatively large law firm that represents many other companies and individuals. Thus, during the time in which we are representing the City, we may also represent other present or future clients in disputes or transactions that are adverse to the City and that are unrelated to our firm's representation of the City. For example such disputes and transactions may involve present or future clients such as Telepak Networks, Inc., Cellular South, Inc., Cellular South Real Estate, Inc., and others. Therefore, the City has agreed that our representation of the City in this matter will not disqualify our firm from opposing the City in other matters, including litigation, that are unrelated to the subject matter of this representation, and the City has consented to any conflict of interests with respect to those representations. We agree, however, not to use any proprietary or other confidential information of a non-public nature concerning the City that we acquire as a result of our representation of the City to its material disadvantage in connection with any litigation or other matter in which we are opposed to the City.

Either the City or our firm may terminate this engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct and to any rule of court that may require us to obtain the permission of the court to withdraw as counsel of record to the City. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the City in this matter pending its engagement of successor counsel. The termination of the engagement will not affect the City's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred after the termination in connection with an orderly transition of the matter. If such termination occurs, the papers and property of the City will be returned to it promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by us. Our files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of our lawyers.

Unless previously terminated, our representation of the City in this matter will terminate upon our sending the City our final statement for services rendered and expenses incurred on its

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg, Mississippi
July 8, 2014
Page 4

behalf in this matter. Following such termination, any otherwise non-public information that the City has provided to us and that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned to it promptly upon receipt of payment of our outstanding fees and costs. Our own files will be retained by the firm. All documents retained by the firm will be transferred to the person(s) responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expense, we reserve the right to destroy or otherwise dispose of any such files, documents or other materials that are retained by us within a reasonable time after the termination of the engagement.

Again, we appreciate having been selected to represent the City in this matter. Please review this letter carefully and have it reviewed by the City Council. If you or the City Council has any questions about the matters discussed in this letter, please do not hesitate to contact me to discuss them. However if the terms of engagement set forth in the letter are satisfactory to you and to the City Council, please have the letter signed below by an appropriate representative of the City to reflect the City's approval of, and agreement to, the terms of engagement and return a signed copy to me for our files.

Sincerely,

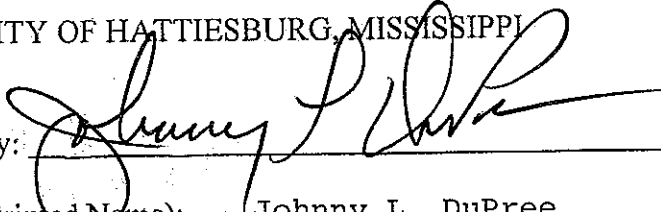
Brunini, Grantham, Grower & Hewes, PLLC



Lawrence E. Allison, Jr.

APPROVED AND AGREED:

CITY OF HATTIESBURG, MISSISSIPPI

By: 

(Printed Name): Johnny L. DuPree

Title: Mayor

Date: 7-8-14



City of Hattiesburg, MS

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

Master

File Number: 2014-1178

File ID: 2014-1178

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 06/10/2014

Brief Title: Parking License Agreement with Regions Bank

Final Action: 07/08/2014

Minute Book Number: MB2014-169 Take from

Title: Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

Notes:

Sponsors:

Enactment Date:

Attachments: Regions Parking Agreement, Regions Parking Agreement - Revised, executed Regions Parking Agreement - Revised

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/17/2014	Table				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden, at the request of the city attorney, to TABLE until the July 8, 2014, meeting to Authorize Mayor to execute Parking License Agreement with Regions Bank for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term ending in 2019.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

2 City Council - 07/08/2014
Amendments to the
Agenda

2 City Council 07/08/2014 Authorize Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1178

Title

Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PARKING LICENSE

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THIS PARKING LICENSE (hereinafter "Agreement") made as of June _____, 2014 by and between **REGIONS BANK, an Alabama state banking corporation** (hereinafter "Regions") and **CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation** (hereinafter "City").

WITNESSETH

WHEREAS, the City is the owner of those certain properties and the improvements located thereon described on Exhibit "A" attached hereto and made a part hereof (collectively herein the "Property"); and

WHEREAS, the Property contains a number of parking spaces; and

WHEREAS, Regions desires to a portion of the parking located thereon and the City is agreeable to such use upon certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES**: The City grants to Regions a license utilize the parking as described on Exhibit "1" attached hereto and made a part hereof. Such use shall be twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Collectively, the parking spaces shall herein be referred to as the "Premises." The Premises may be reduced by Regions from time to time upon written notice to the City. In the event of a reduction, the rental rate paid by Licensee shall be reduced proportionally based on the rental rate payable for the property so reduced. Likewise, Regions may recapture all or a portion of such surrendered parking upon written notice to the City of

such intent, provided parking spaces are available at the time of such election and the number of spaces utilized by Regions does not exceed the amount originally allocated to Regions. In such event, the rental rate paid by Regions shall increase proportionally based on the rental rate payable for the property recaptured. Exhibit "1" attached hereto and made a part hereof shall be amended to reflect the current Premises whenever it is reduced or recaptured as contemplated herein.

2. **TERM:** The term (hereinafter the "Term") of this Agreement shall commence on the same date this Agreement is fully executed by the City and Regions (hereinafter "Commencement") and shall continue until such date as is the last day of the month that is five (5) years following the Commencement. Regions shall have three (3) consecutive options to renew this Agreement with each option term being five (5) years ("Renewal Term"). Such Renewal Term(s) may be exercised by Regions by written notice to the City of Regions intent to extend the Term and each so exercised shall be upon the same terms and conditions as contained in this Agreement.

3. **RENT:** Beginning on the first day of the month next following the Commencement and thereafter during the Term of this Agreement, as such may be extended by Regions, Regions shall pay to the City the amounts shown on Exhibit "1" attached hereto and made a part hereof. Rent shall be paid to the City at the following address:

(b) **Late Charge.** Regions shall pay to the City an administrative charge that shall be 10% per month or the maximum rate provided by law on all past-due amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid. Payments shall not be considered past-due until five (5) days

following Regions receipt of written notice that such sums were not received when originally due.

4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of providing additional parking for Regions' employees and customers/invitees and for no other purpose.

Regions may assign or otherwise transfer its rights hereunder without the consent of the City if such assignment or transfer is in conjunction with the sale or transfer of all or part of its business operations or as part of an internal reorganization.

Regions agrees to keep the Premises in a neat and orderly fashion, free from trash and debris created by it.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Regions shall maintain insurance against public liability for injury to person(s) or damage to property occurring on the Premises arising directly out of its use. Such insurance shall be with minimum single limits of \$2,000,000.00 for personal injury, death or property damage and the City shall be named as additional insured under said policy. Regions shall provide the City with evidence of said coverage upon request.

6. **INDEMNIFICATION:** Regions shall save, defend and hold the City harmless from and against losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation resulting there from arising after Commencement in connection with any injury to person or property sustained in or about the Premises as a result of Regions' negligent use of the Premises and/or Regions' negligent act or omission

7. **SECURITY AND MAINTENANCE:** The City shall be responsible, at its sole cost and expense, for maintaining the Premises in good condition and repair throughout the Term. The City shall insure the property is well lit from dusk until dawn each day.

8. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

REGIONS:

Regions Bank
Attention: Portfolio Administration
250 Riverchase Parkway, Suite 600
Birmingham, AL 35244

CITY:

The City of Hattiesburg, Mississippi

Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either “overnight” or “second day” delivery.

Either party may change the above addresses by serving notice to the other as provided above.

9. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Regions shall surrender the Premises to the City, without notice or demand, free from all personal property and trash and debris created by it.

10. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Mississippi without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party's respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or

any one or ones or all, of the items, entities or persons in connection with which the words are used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REGIONS:

Regions Bank, an Alabama state banking corporation

BY: _____
PRINTED NAME: Keith B. Pressley
TITLE: Senior Vice President

WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

The City of Hattiesburg, Mississippi, a municipal corporation

BY: _____

PRINTED NAME: _____

TITLE: _____

WITNESSES:

Printed Name: _____

Printed Name: _____

EXHIBIT "1"

Rates

<u>LOCATION</u>	<u>SPACES</u>	<u>Monthly Rate per Space</u>
Pine Street Garage	32 Spaces 2 nd Level	\$15
	40 Spaces 3 rd Level	\$15
	30 Spaces 4 th Level	\$15
	25 Spaces 5 th Level	\$15
Annual Pine Street Payment:		\$22,860.00

Civic Center/Hemphill Lot	9 Spaces 1 st Level	\$15
	63 Spaces 2 nd & 3 rd Level	\$15
Annual Civic Center Payment:		\$12,960.00

Railroad Parking Lot	80 Spaces	\$15
	Annual Railroad Lot Payment:	\$14,400.00

First Baptist Church Lot	63 Spaces	\$ 5
	Annual Church Lot Payment:	\$ 3,780.00

Total Annual Parking License Payment:		\$54,000.00

EXHIBIT "1"
Municipal Parking Map

HATTIESBURG MUNICIPAL PARKING

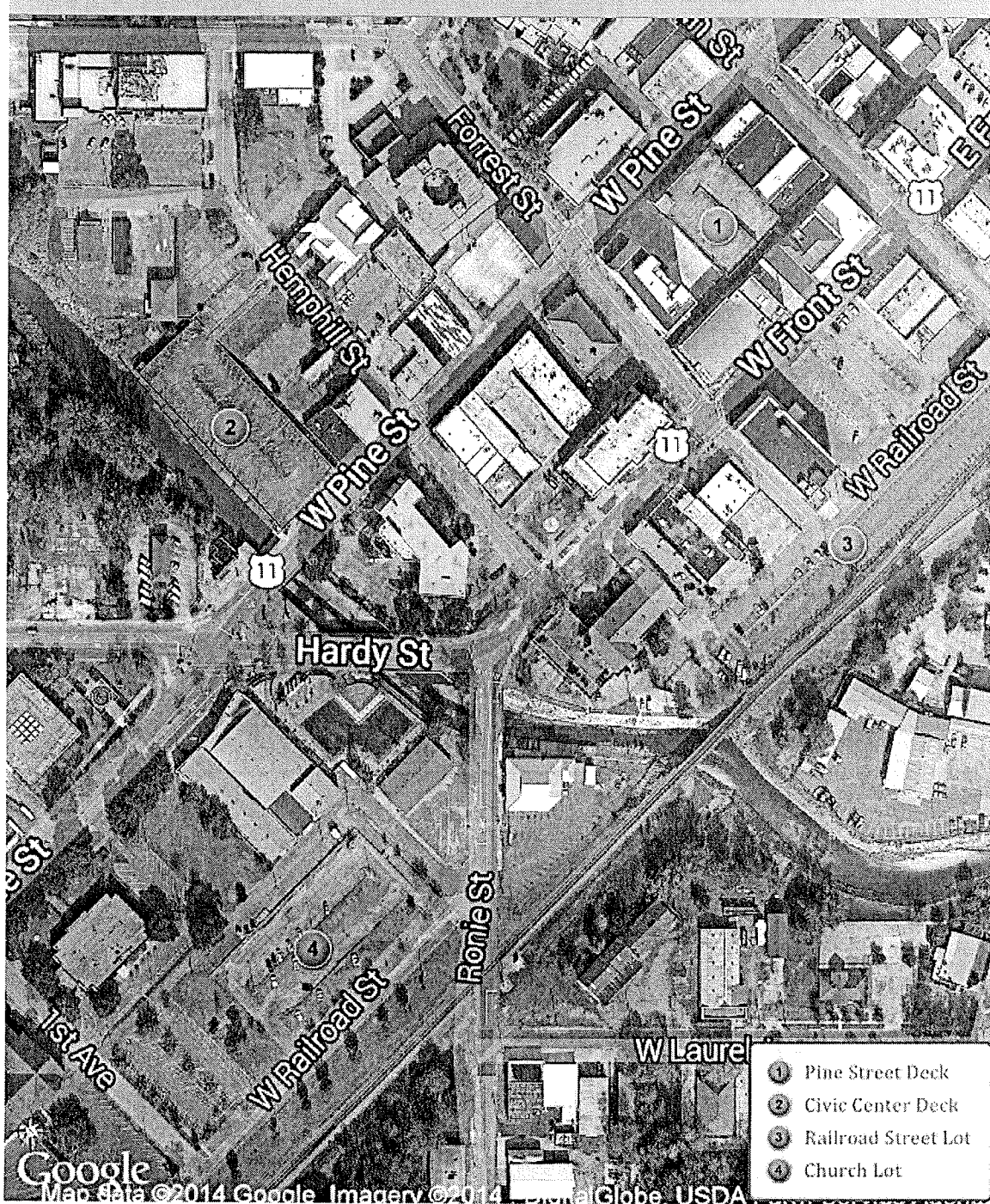


EXHIBIT "1"

Pine Street Deck

PINE STREET CITY PARKING GARAGE - SECOND LEVEL (32 SPACES at \$15/space/month)
Covered spaces

Regions	83				82	Regions
Regions	84				81	Regions
Regions	85				80	Regions
Regions	86				79	Regions
Regions	88	87	Regions	Regions	78	Regions
	89			Regions	76	Regions
	81	90	Regions	Regions	74	Regions
	82				72	Regions
Regions	94	93	Regions		70	Regions
Regions	95				68	Regions
Regions	97	96	Regions		66	Regions
Regions	98				64	Regions
Regions	99				62	Regions
Regions	100					ELEVATOR
Regions	101					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level						

CITY PARKING GARAGE - SECOND LEVEL (32 SPACES)

EXHIBIT "1"

Pine Street Deck

PINE STREET CITY PARKING GARAGE - THIRD LEVEL (40 SPACES at \$15/space/month)
Covered spaces

Regions	123			122	Regions
Regions	124			121	Regions
Regions	125			120	Regions
Regions	126			119	Regions
Regions	128	127	Regions	118	Regions
Regions	129			117	Regions
Regions	131	130	Regions	116	Regions
Regions	132			115	Regions
Regions	134	133	Regions	114	Regions
Regions	135			113	Regions
Regions	137	136	Regions	112	Regions
Regions	138			111	Regions
Regions	139			110	Regions
Regions	140			109	Regions
Regions	141			108	Regions
				107	Regions
				106	Regions
				105	Regions
				104	Regions
				103	Regions
				102	Regions
					ELEVATOR
					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - THIRD LEVEL (40 SPACES)

EXHIBIT "1"

Pine Street Deck

PINE CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES at \$15/space/month)

Yellow spaces are UNCOVERED spaces in City Garage - the white are covered

Regions	163			162	
Regions	164			161	
Regions	165			160	
	166			159	
Regions	168	167	Regions	158	
				157	
Regions	169			156	
				155	Regions
Regions	171	170	Regions	154	
				153	Regions
Regions	172			152	
				151	Regions
Regions	174	173	Regions	150	
				149	Regions
Regions	175			148	
				147	
Regions	177	176	Regions	146	
				145	Regions
Regions	178			144	
				143	Regions
Regions	179			142	Regions
Regions	180				ELEVATOR
Regions	181				STAIRS
We have 127 sapces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES)

EXHIBIT "1"

Pine Street Deck

PINE STREET CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES at \$15/space/month)

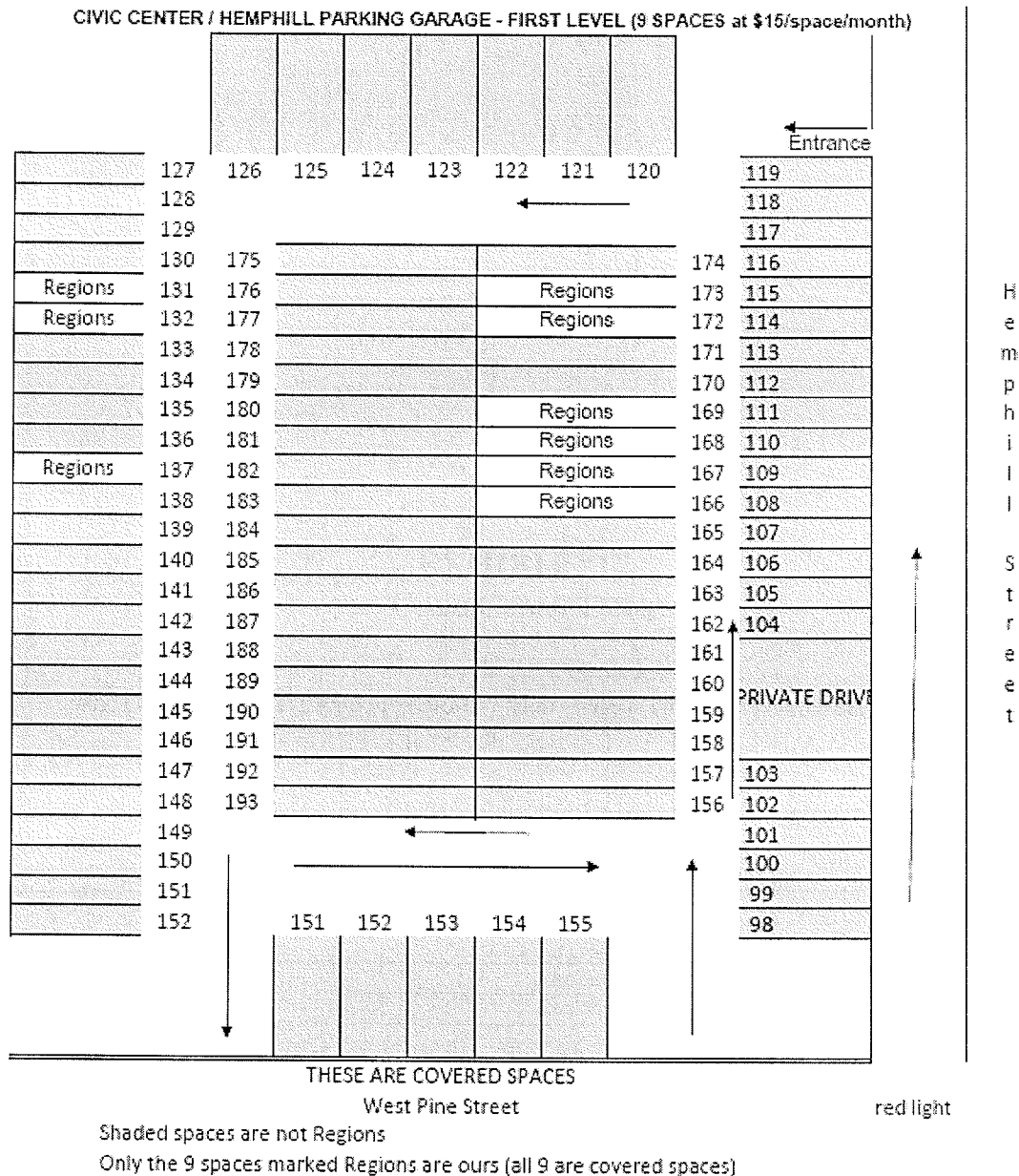
Yellow are UNCOVERED spaces in City Garage

	Regions	206		
			205	Regions
	Regions	204		
			203	Regions
	Regions	202		
			201	Regions
	Regions	200		
			199	Regions
	Regions	198		
			197	Regions
	Regions	196		
			195	Regions
	Regions	194		
			193	Regions
	Regions	192		
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level			191	Regions
	Regions	190		
			189	Regions
	Regions	188		
			187	Regions
	Regions	186		
			185	Regions
	Regions	184		
			183	Regions
			182	Regions
				ELEVATOR
				STAIRS

THESE ARE UNCOVERED SPACES IN CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES)

EXHIBIT "1"

Civic Center Deck



TRUSTMARK BANK

EXHIBIT “1”
Civic Center Deck

CIVIC CTR / HEMPHILL PARKING GARAGE - 2nd & 3rd Levels (63 SPACES at \$15/space/month)

213							
214							
215							
216	270				308		
217	271				307		
218	272						
219	273						
220	274				304		
221	275						
222	276						
223	277						
224	278						
225	279						
226	280						
227	281						
228	282					257	
229	283					256	
230	284					255	
231	285					254	
232	286					253	
233	287					252	
234	288					251	
235						250	
236						249	
237						248	
238						247	
	239	240	241	242	244	245	246

ALL WHITE SPACES ARE REGIONS — SHADED SPACES ARE NOT OURS

West Pine Street

Shaded spaces are not Regions

All 63 spaces are covered and are above the Hemphill covered garage 213 through 242; 270 through 288; 247 through 257 and 304, 307, 308

TRUSTMARK BANK

Railroad Street Lot

RAILROAD PARKING LOT (60 SPACES at \$15/pace-month) CITY SPACES NOT OURS

[illegible]

Church Lot

FIRST BAPTIST CHURCH PARKING LOT (63 SPACES at \$5/space/month)

WEST ST P I N E	1	48	49	92	95
	2	47	50	91	96
	3	46	51	90	97
	4	45	52	89	98
	5	44	53	88	99
ST REET	6	43	54	87	100
	7	42	55	86	101
	8	41	56	85	102
	9	40	57	84	103
	10	39	58	83	104
	11	38	59	82	105
WEST ST P I N E	12	37	60	81	106
	13	36	61	80	107
	14	35	62	79	108
	15	34	63	78	109
	16	33	64	77	110
ST REET	17	32	65	76	111
	18	31	66	75	112
	19	30	67	74	113
	20	29	68	73	114
	21	28	69	72	115
	22	27	70	71	116
VETERANS MEMORIAL PARK					
SHADED SPACES ARE NOT Regions Bank					

Shaded spaces are not Regions; the bank can park in up to 63 of the available spaces in white; Parking is currently used as overflow only

..... 1st Avenue

PARKING LICENSE

THIS PARKING LICENSE (hereinafter “Agreement”) made as of July ____, 2014 by and between **REGIONS BANK, an Alabama state banking corporation** (hereinafter “Regions”) and **CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation** (hereinafter “City”).

WITNESSETH

WHEREAS, the City is the owner of those certain properties and the improvements located thereon described on Exhibit “A” attached hereto and made a part hereof (collectively herein the “Property”); and

WHEREAS, the Property contains a number of parking spaces; and

WHEREAS, Regions desires to a portion of the parking located thereon and the City is agreeable to such use upon certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES**: The City grants to Regions a license utilize the parking as described on Exhibit “1” attached hereto and made a part hereof. Such use shall be **fifteen (15)** hours a day, from 6:00 a.m. to **9:00** p.m., five (5) days a week, Monday through Friday, and on Saturdays and Sunday as needed, three hundred sixty-five (365) days a year. Collectively, the parking spaces shall herein be referred to as the “Premises.” The Premises may be reduced by Regions from time to time upon written notice to the City. In the event of a reduction, the rental rate paid by Licensee shall be reduced proportionally

based on the rental rate payable for the property so reduced. Likewise, Regions may recapture all or a portion of such surrendered parking upon written notice to the City of such intent, provided parking spaces are available at the time of such election and the number of spaces utilized by Regions does not exceed the amount originally allocated to Regions. In such event, the rental rate paid by Regions shall increase proportionally based on the rental rate payable for the property recaptured. Exhibit "1" attached hereto and made a part hereof shall be amended to reflect the current Premises whenever it is reduced or recaptured as contemplated herein.

2. **TERM:** The term (hereinafter the "Term") of this Agreement shall commence on the same date this Agreement is fully executed by the City and Regions (hereinafter "Commencement") and shall continue until such date as is the last day of the month that is five (5) years following the Commencement. Regions shall have three (3) consecutive options to renew this Agreement with each option term being five (5) years ("Renewal Term"). Such Renewal Term(s) may be exercised by Regions by written notice to the City of Regions intent to extend the Term and each so exercised shall be upon the same terms and conditions as contained in this Agreement.

3. **RENT:** Beginning on the first day of the month next following the Commencement and thereafter during the Term of this Agreement, as such may be extended by Regions, Regions shall pay to the City the amounts shown on Exhibit "1" attached hereto and made a part hereof. Rent shall be paid to the City at the following address:

CITY OF HATTIESBURG

ATTENTION: PARKING OPERATIONS

P. O. BOX 1898

HATTIESBURG, MS 39403-1898

(b) **Late Charge.** Regions shall pay to the City an administrative charge that shall be 10% per month or the maximum rate provided by law on all past-due

amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid. Payments shall not be considered past-due until five (5) days following Regions receipt of written notice that such sums were not received when originally due.

4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of providing additional parking for Regions' employees and customers/invitees and for no other purpose.

Regions may assign or otherwise transfer its rights hereunder without the consent of the City if such assignment or transfer is in conjunction with the sale or transfer of all or part of its business operations or as part of an internal reorganization.

Regions agrees to keep the Premises in a neat and orderly fashion, free from trash and debris created by it.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Regions shall maintain insurance against public liability for injury to person(s) or damage to property occurring on the Premises arising directly out of its use. Such insurance shall be with minimum single limits of \$2,000,000.00 for personal injury, death or property damage and the City shall be named as additional insured under said policy. Regions shall provide the City with evidence of said coverage upon request.

6. **INDEMNIFICATION:** Regions shall save, defend and hold the City harmless from and against losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation resulting there from arising after Commencement in connection with any injury to person or property sustained in or about the Premises as a result of Regions' negligent use of the Premises and/or Regions' negligent act or omission

7. **SECURITY AND MAINTENANCE:** The City shall be responsible, at its sole cost and expense, for maintaining the Premises in good condition and repair

throughout the Term. The City shall insure the property is well lit from dusk until dawn each day.

8. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

REGIONS:

Regions Bank
Attention: Portfolio Administration
250 Riverchase Parkway, Suite 600
Birmingham, AL 35244

CITY:

The City of Hattiesburg, Mississippi
Attention: City Clerk
P. O. Box 1898
Hattiesburg, MS 39403-1898

Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either “overnight” or “second day” delivery.

Either party may change the above addresses by serving notice to the other as provided above.

9. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Regions shall surrender the Premises to the City, without notice or demand, free from all personal property and trash and debris created by it.

10. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Mississippi without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other

documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party's respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or

words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REGIONS:

Regions Bank, an Alabama state banking corporation

BY: _____

PRINTED NAME: Keith B. Pressley

TITLE: Senior Vice President

WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

The City of Hattiesburg, Mississippi, a municipal corporation

BY: _____

PRINTED NAME: Johnny L. DuPree

TITLE: Mayor

ATTESTED:

BY: _____

Printed Name: _____

TITLE: City Clerk

EXHIBIT “1”
Rates

LOCATION

SPACES

Monthly Rate per Space

Pine Street Garage

32 Spaces 2 nd Level	\$15
40 Spaces 3 rd Level	\$15
30 Spaces 4 th Level	\$15
25 Spaces 5 th Level	\$15

Annual Pine Street Payment: \$22,860.00

Civic Center/Hemphill Lot

9 Spaces 1 st Level	\$15
63 Spaces 2 nd & 3 rd Level	\$15

Annual Civic Center Payment: \$12,960.00

Railroad Parking Lot

80 Spaces	\$15
-----------	------

Annual Railroad Lot Payment: \$14,400.00

First Baptist Church Lot

63 Spaces	\$ 5
-----------	------

Annual Church Lot Payment: \$ 3,780.00

Total Annual Parking License Payment: \$54,000.00

EXHIBIT “1”
Municipal Parking Map

HATTIESBURG MUNICIPAL PARKING



EXHIBIT "1" Pine Street Deck

PINE STREET CITY PARKING GARAGE - SECOND LEVEL (32 SPACES at \$15/space/month)

Covered spaces									
Regions	83							82	Regions
Regions	84							81	Regions
Regions	85							80	Regions
Regions	86							79	Regions
Regions	88	87	Regions	Regions	78			77	Regions
	89			Regions	76			75	Regions
	81	90	Regions		74			73	Regions
	82				72			71	Regions
Regions	94	93	Regions		70			69	Regions
Regions	95				68			67	Regions
Regions	97	96	Regions		66			65	Regions
Regions	98				64			63	Regions
Regions	99							62	Regions
Regions	100								ELEVATOR
Regions	101								STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level									

CITY PARKING GARAGE - SECOND LEVEL (32 SPACES)

EXHIBIT “1”
Pine Street Deck

PINE STREET CITY PARKING GARAGE - THIRD LEVEL (40 SPACES at \$15/space/month)

Covered spaces					
Regions	123			122	Regions
Regions	124			121	Regions
Regions	125			120	Regions
Regions	126			119	Regions
Regions	128	127	Regions	118	Regions
Regions	129		Regions	116	Regions
Regions	131	130	Regions	114	Regions
Regions	132		Regions	112	Regions
Regions	134	133	Regions	110	Regions
Regions	135		Regions	108	Regions
Regions	137	136	Regions	106	Regions
Regions	138		Regions	104	Regions
Regions	139			103	Regions
Regions	140			102	Regions
Regions	141				ELEVATOR
					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - THIRD LEVEL (40 SPACES)

EXHIBIT “1”

Pine Street Deck

PINE CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES at \$15/space/month)

Yellow spaces are UNCOVERED spaces in City Garage - the white are covered

Regions	163				162	
Regions	164				161	
Regions	165				160	
	166				159	
Regions	168	167	Regions		158	
Regions	169				157	
Regions	171	170	Regions		155	Regions
Regions	172				153	Regions
Regions	174	173	Regions		151	Regions
Regions	175				149	Regions
Regions	177	176	Regions		147	
Regions	178				145	Regions
Regions	179				143	Regions
Regions	180				142	Regions
Regions	181					ELEVATOR
						STAIRS
We have 127 sapces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level						

CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES)

EXHIBIT “1” Pine Street Deck

PINE STREET CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES at \$15/space/month)

Yellow are UNCOVERED spaces in City Garage

	Regions	206		Regions	
	Regions	204		Regions	
	Regions	202		Regions	
	Regions	200		Regions	
	Regions	198		Regions	
	Regions	196		Regions	
	Regions	194		Regions	
	Regions	192		Regions	
	Regions	190		Regions	
	Regions	188		Regions	
	Regions	186		Regions	
	Regions	184		Regions	
	We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered spaces			Regions	
	32 spaces on 2nd Level			ELEVATOR	
	40 spaces on 3rd Level				
30 spaces on 4th Level					
25 spaces on 5th Level					
STAIRS					

THESE ARE UNCOVERED SPACES IN CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES)

EXHIBIT “1” Church Lot

FIRST BAPTIST CHURCH PARKING LOT (63 SPACES at \$5/space/month)

W E S T P I N E S T R E E T	1	48	49	92	95
	2	47	50	91	96
	3	46	51	90	97
	4	45	52	89	98
	5	44	53	88	99
	6	43	54	87	100
	7	42	55	86	101
	8	41	56	85	102
	9	40	57	84	103
	10	39	58	83	104
W E S T P I N E S T R E E T	11	38	59	82	105
	12	37	60	81	106
	13	36	61	80	107
	14	35	62	79	108
	15	34	63	78	109
	16	33	64	77	110
	17	32	65	76	111
	18	31	66	75	112
	19	30	67	74	113
	20	29	68	73	114
	21	28	69	72	115
	22	27	70	71	116
VETERANS MEMORIAL PARK					
SHADED SPACES ARE NOT Regions Bank					

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Shaded spaces are not
Regions; the bank can
park in up to 63 of the
available spaces in white;
Parking is currently used
as overflow only

----- 1st Avenue -----

PARKING LICENSE

THIS PARKING LICENSE (hereinafter "Agreement") made as of July 8, 2014 by and between **REGIONS BANK, an Alabama state banking corporation** (hereinafter "Regions") and **CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation** (hereinafter "City").

WITNESSETH

WHEREAS, the City is the owner of those certain properties and the improvements located thereon described on Exhibit "A" attached hereto and made a part hereof (collectively herein the "Property"); and

WHEREAS, the Property contains a number of parking spaces; and

WHEREAS, Regions desires to a portion of the parking located thereon and the City is agreeable to such use upon certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES**: The City grants to Regions a license utilize the parking as described on Exhibit "1" attached hereto and made a part hereof. Such use shall be **fifteen (15)** hours a day, from 6:00 a.m. to 9:00 p.m., five (5) days a week, Monday through Friday, and on Saturdays and Sunday as needed, three hundred sixty-five (365) days a year. Collectively, the parking spaces shall herein be referred to as the "Premises." The Premises may be reduced by Regions from time to time upon written notice to the City. In the event of a reduction, the rental rate paid by Licensee shall be reduced proportionally

based on the rental rate payable for the property so reduced. Likewise, Regions may recapture all or a portion of such surrendered parking upon written notice to the City of such intent, provided parking spaces are available at the time of such election and the number of spaces utilized by Regions does not exceed the amount originally allocated to Regions. In such event, the rental rate paid by Regions shall increase proportionally based on the rental rate payable for the property recaptured. Exhibit "1" attached hereto and made a part hereof shall be amended to reflect the current Premises whenever it is reduced or recaptured as contemplated herein.

2. **TERM:** The term (hereinafter the "Term") of this Agreement shall commence on the same date this Agreement is fully executed by the City and Regions (hereinafter "Commencement") and shall continue until such date as is the last day of the month that is five (5) years following the Commencement. Regions shall have three (3) consecutive options to renew this Agreement with each option term being five (5) years ("Renewal Term"). Such Renewal Term(s) may be exercised by Regions by written notice to the City of Regions intent to extend the Term and each so exercised shall be upon the same terms and conditions as contained in this Agreement.

3. **RENT:** Beginning on the first day of the month next following the Commencement and thereafter during the Term of this Agreement, as such may be extended by Regions, Regions shall pay to the City the amounts shown on Exhibit "1" attached hereto and made a part hereof. Rent shall be paid to the City at the following address:

CITY OF HATTIESBURG

ATTENTION: PARKING OPERATIONS

P. O. BOX 1898

HATTIESBURG, MS 39403-1898

(b) **Late Charge.** Regions shall pay to the City an administrative charge that shall be 10% per month or the maximum rate provided by law on all past-due

amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid. Payments shall not be considered past-due until five (5) days following Regions receipt of written notice that such sums were not received when originally due.

4. **USE OF THE PREMISES:** The Premises is granted for the sole purpose of providing additional parking for Regions' employees and customers/invitees and for no other purpose.

Regions may assign or otherwise transfer its rights hereunder without the consent of the City if such assignment or transfer is in conjunction with the sale or transfer of all or part of its business operations or as part of an internal reorganization.

Regions agrees to keep the Premises in a neat and orderly fashion, free from trash and debris created by it.

5. **PUBLIC LIABILITY INSURANCE:** Throughout the Term, Regions shall maintain insurance against public liability for injury to person(s) or damage to property occurring on the Premises arising directly out of its use. Such insurance shall be with minimum single limits of \$2,000,000.00 for personal injury, death or property damage and the City shall be named as additional insured under said policy. Regions shall provide the City with evidence of said coverage upon request.

6. **INDEMNIFICATION:** Regions shall save, defend and hold the City harmless from and against losses, claims, damages, suits, causes of action and costs, including but not limited to attorneys' fees and costs of litigation resulting there from arising after Commencement in connection with any injury to person or property sustained in or about the Premises as a result of Regions' negligent use of the Premises and/or Regions' negligent act or omission

7. **SECURITY AND MAINTENANCE:** The City shall be responsible, at its sole cost and expense, for maintaining the Premises in good condition and repair

throughout the Term. The City shall insure the property is well lit from dusk until dawn each day.

8. **NOTICE:** All notice or demands required or permitted to be given or served pursuant to this Agreement shall be in writing, postage and or shipping charges pre-paid and sent by FedEx (or other nationally recognized overnight carrier) or Certified Mail, Return Receipt Requested to:

REGIONS:

Regions Bank
Attention: Portfolio Administration
250 Riverchase Parkway, Suite 600
Birmingham, AL 35244

CITY:

The City of Hattiesburg, Mississippi
Attention: City Clerk
P. O. Box 1898
Hattiesburg, MS 39403-1898

Such notice will be deemed given upon receipt or refusal by the other party. If sent via FedEx or other overnight carrier such notice may be sent for either "overnight" or "second day" delivery.

Either party may change the above addresses by serving notice to the other as provided above.

9. **SURRENDER OF PREMISES UPON TERMINATION:** At the end of the Term hereof, Regions shall surrender the Premises to the City, without notice or demand, free from all personal property and trash and debris created by it.

10. **GENERAL PROVISIONS:**

(a) This Agreement shall be governed by the internal laws of the State of Mississippi without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other

documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive the termination or expiration of the Agreement provided for herein.

(d) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(e) Time is of the essence in the performance of each party's respective obligations.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(g) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(h) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(i) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(j) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(k) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(l) The parties hereby agree that each party and its attorneys have reviewed and revised this Agreement and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(m) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or

words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REGIONS:

Regions Bank, an Alabama state banking corporation

BY: _____

PRINTED NAME: Keith B. Pressley

TITLE: Senior Vice President

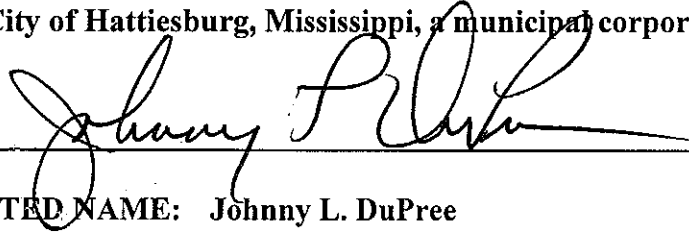
WITNESSES:

Printed Name: _____

Printed Name: _____

CITY:

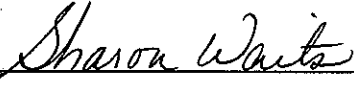
The City of Hattiesburg, Mississippi, a municipal corporation

BY: 

PRINTED NAME: Johnny L. DuPree

TITLE: Mayor

ATTESTED:

BY: 

Printed Name: Sharon Waits, Deputy Clerk

TITLE: City Clerk

EXHIBIT "1"
Rates

LOCATION

SPACES

Monthly Rate per Space

Pine Street Garage

32 Spaces 2 nd Level	\$15
40 Spaces 3 rd Level	\$15
30 Spaces 4 th Level	\$15
25 Spaces 5 th Level	\$15

Annual Pine Street Payment: \$22,860.00

Civic Center/Hemphill Lot

9 Spaces 1 st Level	\$15
63 Spaces 2 nd & 3 rd Level	\$15

Annual Civic Center Payment: \$12,960.00

Railroad Parking Lot

80 Spaces	\$15
-----------	------

Annual Railroad Lot Payment: \$14,400.00

First Baptist Church Lot

63 Spaces	\$ 5
-----------	------

Annual Church Lot Payment: \$ 3,780.00

Total Annual Parking License Payment: \$54,000.00

EXHIBIT "1"
Municipal Parking Map

HATTIESBURG MUNICIPAL PARKING



EXHIBIT "1"
Pine Street Deck

PINE STREET CITY PARKING GARAGE - SECOND LEVEL (32 SPACES at \$15/space/month)

Covered spaces

Regions	83				82	Regions
Regions	84				81	Regions
Regions	85				80	Regions
Regions	86				79	Regions
Regions	88	87	Regions	Regions	78	Regions
	89			Regions	76	Regions
	81	90	Regions	Regions	74	Regions
	82				72	Regions
Regions	94	93	Regions		70	Regions
Regions	95				68	Regions
Regions	97	96	Regions		66	Regions
Regions	98				64	Regions
Regions	99				63	Regions
Regions	100				62	Regions
Regions	101					ELEVATOR
STAIRS						
We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level						

CITY PARKING GARAGE - SECOND LEVEL (32 SPACES)

EXHIBIT "1"
Pine Street Deck

PINE STREET CITY PARKING GARAGE - THIRD LEVEL (40 SPACES at \$15/space/month)
Covered spaces

Regions	123			122	Regions
Regions	124			121	Regions
Regions	125			120	Regions
Regions	126			119	Regions
Regions	128	127	Regions	118	Regions
Regions	129			117	Regions
Regions	131	130	Regions	116	Regions
Regions	132			115	Regions
Regions	134	133	Regions	114	Regions
Regions	135			113	Regions
Regions	137	136	Regions	112	Regions
Regions	138			111	Regions
Regions	139			110	Regions
Regions	140			109	Regions
Regions	141			108	Regions
				107	Regions
				106	Regions
				105	Regions
				104	Regions
				103	Regions
				102	Regions
					ELEVATOR
					STAIRS
We have 127 spaces in Pine Street Garage 43 uncovered and 84 covered 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - THIRD LEVEL (40 SPACES)

EXHIBIT "1"

Pine Street Deck

PINE CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES at \$15/space/month)

Yellow spaces are UNCOVERED spaces in City Garage - the white are covered

Regions	163			162	
Regions	164			161	
Regions	165			160	
	166			159	
Regions	168	167	Regions	158	
Regions	169			156	
Regions	171	170	Regions	154	Regions
Regions	172		Regions	152	Regions
Regions	174	173	Regions	150	Regions
Regions	175		Regions	148	
Regions	177	176	Regions	146	Regions
Regions	178		Regions	144	Regions
Regions	179			143	Regions
Regions	180			142	Regions
Regions	181				ELEVATOR
					STAIRS
We have 127 sapces in Pine Street Garage 43 uncovered spaces and 84 covered spaces 32 spaces on 2nd Level 40 spaces on 3rd Level 30 spaces on 4th Level 25 spaces on 5th Level					

CITY PARKING GARAGE - FOURTH LEVEL (30 SPACES)

EXHIBIT "1"

Pine Street Deck

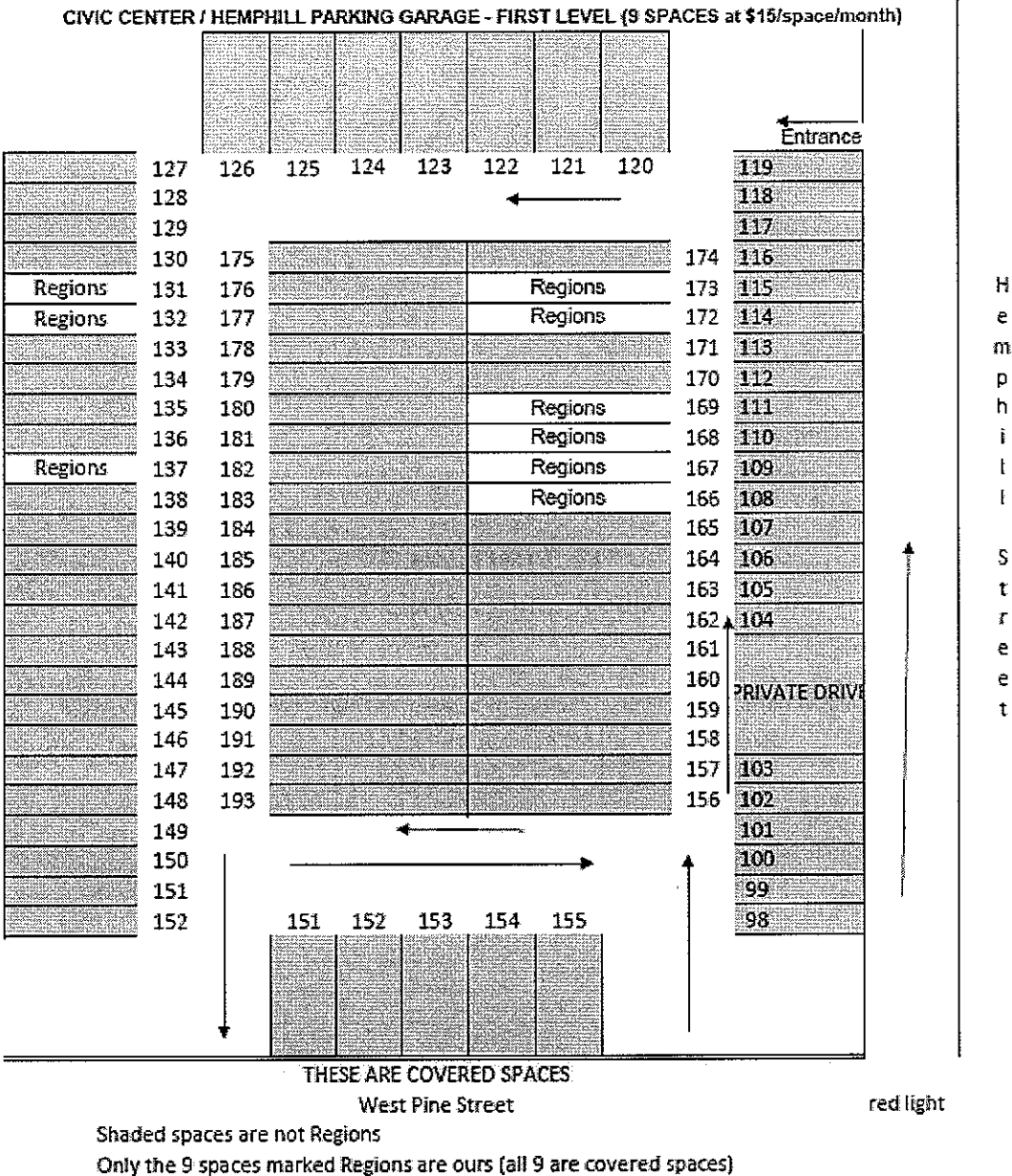
PINE STREET CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES at \$15/space/month)

Yellow are UNCOVERED spaces in City Garage

	Regions	206	205	Regions	
	Regions	204		Regions	
	Regions	202		Regions	
	Regions	200		Regions	
	Regions	198		Regions	
	Regions	196		Regions	
	Regions	194		Regions	
	Regions	192		Regions	
	Regions	190		Regions	
	Regions	188		Regions	
	Regions	186		Regions	
	Regions	184		Regions	
	We have 127 spaces in Pine Street Garage 43 uncovered spaces and 84 covered spaces			Regions	
	32 spaces on 2nd Level			Regions	
40 spaces on 3rd Level			Regions		
30 spaces on 4th Level			Regions		
25 spaces on 5th Level			Regions		
			ELEVATOR		
			STAIRS		

THESE ARE UNCOVERED SPACES IN CITY PARKING GARAGE - FIFTH LEVEL (25 SPACES)

EXHIBIT "1"
Civic Center Deck



TRUSTMARK BANK

EXHIBIT "1"

Church Lot

FIRST BAPTIST CHURCH PARKING LOT (63 SPACES at \$5/space/month)

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1	48	49	92	95
2	47	50	91	96
3	46	51	90	97
4	45	52	89	98
5	44	53	88	99
6	43	54	87	100
7	42	55	86	101
8	41	56	85	102
9	40	57	84	103
10	39	58	83	104
11	38	59	82	105
12	37	60	81	106
13	36	61	80	107
14	35	62	79	108
15	34	63	78	109
16	33	64	77	110
17	32	65	76	111
18	31	66	75	112
19	30	67	74	113
20	29	68	73	114
21	28	69	72	115
22	27	70	71	116

VETERANS MEMORIAL PARK

SHADED SPACES ARE NOT Regions Bank

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Shaded spaces are not Regions; the bank can park in up to 63 of the available spaces in white; Parking is currently used as overflow only

----- 1st Avenue -----



City of Hattiesburg, MS

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

Master

File Number: 2014-1230

File ID: 2014-1230

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2014

Brief Title: Annual audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending 9/30/13.

Final Action:

Minute Book Number: MB2014-200

Title:

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2013, from Nicholson & Company, P.A. (on file in the City Clerk's Office).

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg Water & Sewer Audit 9-30-2013

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/08/2014					
1	City Council	07/08/2014					

Text of Legislative File 2014-1230

Title

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2013, from Nicholson & Company, P.A. (on file in the City Clerk's Office).

Summary

Annual audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending 9/30/13.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**FINANCIAL STATEMENTS AND
SUPPLEMENTAL INFORMATION**

Year Ended September 30, 2013

CITY OF HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We have audited the accompanying financial statements of the Combined Water and Sewer System of the City of Hattiesburg, Mississippi as of and for the year ended September 30, 2013, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for qualified opinion

As discussed in Note 8 to the financial statements, the City of Hattiesburg, Mississippi has not recorded a liability for other postemployment benefits in the Combined Water and Sewer System and, accordingly, has not recorded an expense for the current period change in that liability. Accounting principles generally accepted in the United States of America require that other postemployment benefits attributable to employee services already rendered be accrued as liabilities and expenses as employees earn the rights to the benefits, which would increase liabilities, reduce the net position and change the expenses. The amount by which this departure would affect the liabilities, net position and expenses is not reasonably determinable.

Qualified Opinion

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinion" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the Combined Water and Sewer System of the City of Hattiesburg, Mississippi as of September 30, 2013, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

The Reporting Entity

As described in Note 1, the financial statements present only the Combined Water and Sewer System and do not purport to, and do not present fairly the financial position of the City of Hattiesburg, Mississippi, as of September 30, 2013, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Change in Accounting Principle

As described in Note 1 to the financial statements, in fiscal year 2013 the City established an accounting policy for estimating an allowance for doubtful water and sewer account balances.

Uncertainties Regarding Wastewater Treatment Facilities

As described in Notes 9 and 10, the City of Hattiesburg's efforts to comply with regulatory requirements applicable to the City's wastewater treatment facilities in conjunction with meeting the Combined Water and Sewer System's existing financial requirements are ongoing. These regulatory requirements follow a specific timeline that requires the implementation of various phases of wastewater system facilities over the next several years. The importance of the City Council and the Administration's ability to address these matters on a timely basis is emphasized in Note 9, where disclosure is made that substantial water and sewer rate increases may be necessary pursuant to funding compliance with these requirements.

Other Matters

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Combined Water and Sewer System of the City of Hattiesburg, Mississippi's financial statements. The individual fund financial statements – budgetary basis are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary information is the responsibility of management and was derived from and relies directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 30, 2014

EXHIBIT A

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2013**

CURRENT ASSETS

Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	1,391,719
Accounts receivable - trade (net of allowance for doubtful accounts of \$1,593,037)	863,666
Grants receivable	758,956
Total current assets	<u>8,688,733</u>

CAPITAL ASSETS

Land	315,243
Construction in progress	13,643,286
Infrastructure, net	83,272,179
Buildings and improvements, net	121,960
Machinery and equipment, net	1,795,567
Total capital assets	<u>99,148,235</u>

<i>Total assets</i>	<u>107,836,968</u>
----------------------------	--------------------

DEFERRED OUTFLOWS OF RESOURCES

Prepaid bond insurance	<u>82,485</u>
------------------------	---------------

CURRENT LIABILITIES

Due to other funds	921,268
Sales tax payable	14,098
Accounts payable - trash hauling	184,379
Accounts payable - other	430,715
Accrued interest payable	194,418
Unamortized bond premium - current	21,175
Revenue bonds - current	1,565,000
General obligation bonds - current	560,000
General obligation note payable - current	375,287
Total current liabilities	<u>4,266,340</u>

See the accompanying notes to financial statements.

EXHIBIT A
PAGE TWO

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2013**

NON-CURRENT LIABILITIES

Revenue bonds	\$ 20,900,000
General obligation bonds	11,635,000
General obligation note payable	1,083,570
Unamortized bond premium	381,150
Customer meter deposits	1,101,326
Total non-current liabilities	<u>35,101,046</u>
<i>Total liabilities</i>	<u>39,367,386</u>

NET POSITION

Net investment in capital assets	62,627,053
Unrestricted	<u>5,925,014</u>
<i>Total net position</i>	<u>\$ 68,552,067</u>

EXHIBIT B

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES

Water charges	\$ 6,897,929
Sewer charges	7,581,870
Sewer connections	15,615
Turn-on fees	69,170
Taps	246,553
Total operating revenues	<u>14,811,137</u>

OPERATING EXPENSES

Personal services	2,308,096
Other services and charges	5,320,682
Supplies and expenses	937,776
Depreciation	1,967,810
Other operating expenses	222,051
Total operating expenses	<u>10,756,415</u>

OPERATING INCOME

4,054,722

NON-OPERATING REVENUES (EXPENSES)

Interest revenue	7,949
Interest expense	(1,421,749)
Other revenues	71,298
Total non-operating revenues (expenses)	<u>(1,342,502)</u>

**INCOME BEFORE CAPITAL CONTRIBUTIONS AND
TRANSFERS**

2,712,220

CAPITAL CONTRIBUTIONS AND TRANSFERS

Intergovernmental capital contributions	3,152,032
Transfers out	(257,475)
Total capital contributions and transfers	<u>2,894,557</u>

CHANGE IN NET POSITION

5,606,777

NET POSITION - beginning

62,831,150

Prior period adjustment

114,140

NET POSITION - beginning, as adjusted

62,945,290

NET POSITION - ending

\$ 68,552,067

See the accompanying notes to financial statements.

EXHIBIT C
PAGE 1 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2013**

CASH FLOWS FROM OPERATING ACTIVITIES:

Receipts from customers	\$ 15,284,357
Payments to suppliers and service providers	(6,006,271)
Payments to employees for salaries and benefits	(2,308,096)
Net cash provided by operating activities	<u>6,969,990</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:

Other cash receipts	71,298
Transfers to other funds	(257,475)
Net cash used by noncapital financing activities	<u>(186,177)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:

Principal payments - bonds	(2,455,000)
Principal payments - notes	(358,805)
Intergovernmental cash receipts	3,265,784
Acquisition and construction of capital assets	(18,489,413)
Proceeds from general obligation bonds	3,000,000
Interest paid on capital debt	(1,340,365)
Net cash used by capital and related financing activities	<u>(16,377,799)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Interest income	7,949
Net cash provided by investing activities	<u>7,949</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (9,586,037)

CASH AND CASH EQUIVALENTS - Beginning 16,652,148

CASH AND CASH EQUIVALENTS - Ending \$ 7,066,111

Displayed on Statement of Net Position as:

Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	<u>1,391,719</u>
	<u><u>\$ 7,066,111</u></u>

EXHIBIT C
PAGE 2 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2013**

***RECONCILIATION OF OPERATING INCOME TO NET
CASH PROVIDED BY OPERATING ACTIVITIES:***

OPERATING INCOME **\$ 4,054,722**

***ADJUSTMENTS TO RECONCILE OPERATING INCOME
TO NET CASH PROVIDED BY OPERATING ACTIVITIES:***

Depreciation expense	1,967,810
Changes in assets and liabilities:	
Decrease in accounts receivable	423,692
Decrease in prepaid insurance - bonds	4,341
Increase in accounts payable - trash hauling	5,595
Increase in accounts payable - other	89,168
Increase in customer meter deposits	48,452
Increase in sales tax payable	1,076
Increase in amount due to governmental funds	375,134
Total adjustments	<u>2,915,268</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES **\$ 6,969,990**

NOTES TO FINANCIAL STATEMENTS

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting and reporting framework and the more significant accounting policies and practices are discussed in subsequent sections of this Note. The other disclosures are organized to provide explanations of the City of Hattiesburg, Mississippi's Combined Water and Sewer System's financial activities.

Reporting Entity - The City of Hattiesburg, Mississippi's Combined Water and Sewer System (the System) is operated as an enterprise fund. Enterprise fund types are used to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or where the governing body has decided the periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

These financial statements present only the activity of the Combined Water and Sewer System of the City of Hattiesburg, Mississippi, which consists of all funds, organizations, departments and offices that comprise the System and do not include financial data for the City's other funds, departments and offices.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation - The System's financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of the System's interfund activity has been eliminated.

Operating revenues and expenses are distinguished from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the System are charges to customers for sales and services. The System also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the System. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWO
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash and Cash Equivalents - For purposes of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables - Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds", which represents the current portion of interfund loans.

Trade receivables are attributable to customer's unpaid balances at year-end for charges for services. During fiscal year 2013, the City established a policy for estimating the allowance for doubtful water and sewer account balances. The allowance is based upon a 90% factor applied to balances five months and older.

Prepaid Items - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the statement of net position.

Capital Assets - Land, buildings, equipment, and infrastructure assets that are purchased, acquired, or developed are recorded at historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

A capitalization threshold of \$5,000 is used for all capital assets with an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment are depreciated using the straight line method over the following estimated useful lives:

Water and sewer system	25 - 50 years
Buildings and improvements	10 - 39 years
Machinery and equipment	5 - 10 years

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THREE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Deferred Outflows of Resources - In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and is not recognized as an outflow of resources, or expense, until then. The System reports prepaid insurance on the Water and Sewer Revenue Bond as a deferred outflow of resources. Bond insurance paid from debt proceeds as a credit enhancement feature with the bonds is deferred and amortized over the life of the bonds.

Net Position - The System's statement of net position presents financial information on all of the System's assets, liabilities and deferred outflows of resources, with the difference reported as net position. This presentation was implemented during fiscal year 2012 pursuant to GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position*. Net position invested in capital assets, net of related debt consists of capital assets net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets, and adding back any unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through enabling creditors, grantors, or laws or regulations of other governments.

Budgets and Budgetary Accounting - The City follows annual procedures in establishing the System's budgetary data. Each August, the City's Chief Financial Officer (CFO) submits a proposed operating budget for the upcoming fiscal year to the City Council for approval. The operating budgets include proposed revenues and expenses for each fund within the System and are prepared on the cash basis. Prior to September 15th, the budget is legally enacted by the City Council through the passage of an ordinance. The City's CFO is authorized to transfer budgeted amounts within departments within the published expense categories; however, any revisions that alter the total expenses of any fund must be approved by the City Council. Cumulative increases to departmental expenses in excess of 10% must also be published in the local newspaper.

Encumbrance accounting is used for the System's funds. Encumbrances are recorded when purchase orders are issued but are not considered expenditures until liabilities for payments are incurred. Encumbrances do not lapse at the close of the fiscal year but are carried forward. If necessary, subsequent year budgets are amended to cover any prior year encumbrances.

Changes in Accounting Standards - The government implemented GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, in the current year. The provisions of these standards have been incorporated into the financial statements and the related notes.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOUR
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NOTE 2 - PRIOR PERIOD ADJUSTMENTS

A summary of prior period adjustments reflected on the Statement of Revenues, Expenses, and Changes in Fund Net Position is presented below:

<u>Explanation</u>	<u>Amount</u>
To adjust water and sewer capital assets	\$ 1,067,951
To recognize allowance for doubtful accounts	(953,811)
	<u>\$ 114,140</u>

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits - The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the System's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC).

The carrying amount of the System's deposits with financial institutions was \$5,674,392. The corresponding bank balances for these deposits are combined with cash balances of other City funds in pooled accounts. The total of the pooled accounts' bank balance was \$16,905,948, as disclosed in the City's separate Comprehensive Annual Financial Report.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FIVE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 3 - DEPOSITS AND INVESTMENTS (Cont.)

Custodial credit risk - Deposits - Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the government's deposits may not be returned to it. The government does not have a deposit policy for custodial credit risk. As of September 30, 2013, the government's bank balance was not exposed to custodial credit risk.

Cash with fiscal agents - The carrying amount of the System's cash with fiscal agents held by financial institutions was \$1,391,719 and consists of monthly transfers of operating revenues for the next scheduled principal and interest payments of the Mississippi Development Bank Special Obligation Bonds, Series 2006.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SIX
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the System for the year ended September 30, 2013, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirements</u>	<u>Adjustments</u>	<u>Ending Balance</u>
Capital assets not being depreciated:					
Land	\$ 315,243	\$ -	\$ -	\$ -	\$ 315,243
Construction in progress	11,422,350	11,402,559	(9,181,623)	-	13,643,286
Total capital assets not being depreciated	<u>11,737,593</u>	<u>11,402,559</u>	<u>(9,181,623)</u>	<u>-</u>	<u>13,958,529</u>
Capital assets being depreciated:					
Buildings and improvements	321,108	-	-	-	321,108
Machinery and equipment	6,110,960	322,990	-	2,322,833	8,756,783
Infrastructure	84,875,793	15,945,488	-	589,760	101,411,041
Total capital assets being depreciated	<u>91,307,861</u>	<u>16,268,478</u>	<u>-</u>	<u>2,912,593</u>	<u>110,488,932</u>
Less accumulated depreciation for:					
Buildings and improvements	189,390	9,758	-	-	199,148
Machinery and equipment	4,624,222	492,351	-	1,844,642	6,961,215
Infrastructure	16,673,162	1,465,701	-	-	18,138,863
Total accumulated depreciation	<u>21,486,774</u>	<u>1,967,810</u>	<u>-</u>	<u>1,844,642</u>	<u>25,299,226</u>
Total capital assets being depreciated, net	<u>69,821,087</u>	<u>14,300,668</u>	<u>-</u>	<u>1,067,951</u>	<u>85,189,706</u>
Total capital assets, net	<u><u>\$ 81,558,680</u></u>	<u><u>\$ 25,703,227</u></u>	<u><u>\$ (9,181,623)</u></u>	<u><u>\$ 1,067,951</u></u>	<u><u>\$ 99,148,235</u></u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 5 - INTERFUND PAYABLES AND TRANSFERS

Balances due from the System to other City funds at September 30, 2013, consist of the following:

\$ 15,474	Due to the City's General Fund for reimbursements of oil and gas expenses.
40,894	Due to the City's General Fund for System debt payments.
64,900	Due to the City's Group Insurance Fund for projected future claims
200,000	Due to the City's General Fund for administrative support.
600,000	Due to the City's General Fund for an interfund loan to the Water and Sewer Bond Construction Fund.
<u>\$ 921,268</u>	<i>Total Due to Other Funds</i>

The outstanding balances between funds result mainly from the time lag between the dates that goods and services are provided or reimbursable expenses occur. These balances are expected to be paid within one year.

Interfund transfers made from the System to other City funds for the year ended September 30, 2013, is as follows:

<u>\$ 257,475</u>	Transferred to the City's General Fund for System debt payments.
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NOTE 6 - LONG-TERM LIABILITIES

General Obligation Bonds and Notes

The City Council issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and notes are direct obligations and pledge the full faith and credit of the City and have been issued for the System. Notes are generally issued with a five-year maturity. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 10 to 20 years. General obligation bonds and notes outstanding for the System at September 30, 2013 are as follows:

(See Table on Next Page)

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE EIGHT
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

General Obligation Bonds and Notes	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/13
Public Improvements	2009	\$ 7,500,000	3.00 - 3.80%	2024	\$ 5,955,000
Public Improvements	2010	3,600,000	2.60 - 3.70%	2030	3,240,000
Public Improvements	2013	3,000,000	1.38%	2018	<u>3,000,000</u>
					<u>\$ 12,195,000</u>

Revenue Bonds

The City Council issues revenue bonds to provide funds for the acquisition and construction of System infrastructure and related improvements. These bonds are secured by System operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important net revenue calculation and parity debt requirements. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 15 to 20 years. Revenue bonds outstanding at September 30, 2013 are as follows:

Revenue Bonds	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/13
W&S Refunding Bonds	2006	\$ 17,000,000	4.00 - 5.00%	2021	\$ 10,440,000
W&S Revenue Project	2012	12,500,000	2.50 - 5.00%	2032	<u>12,025,000</u>
					<u>\$ 22,465,000</u>

State Revolving Loan Fund (SRF) Notes

In addition to revenue bonds, the City Council has utilized the State Revolving Loan Fund (SRF) program to provide funds for qualified sewer system projects pursuant to the State of Mississippi's SRF program. Monthly principal and interest payments for the repayment of these notes is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from monthly operating sewer system revenues as authorized by the City's budget document. The SRF notes outstanding at September 30, 2013 are as follows:

(See Table on Next Page)

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE NINE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

<u>State Revolving Loan Funds</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/2013</u>
SRF #1	1987	\$ 2,191,243	4.50%	2016	\$ 457,461
SRF #2	1987	2,165,672	4.50%	2017	537,064
SRF #3	1989	1,268,863	4.50%	2019	464,332
					<u>\$ 1,458,857</u>

Changes in Long-Term Liabilities

Changes in the System's long-term liabilities for the year ended September 30, 2013, is as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
General obligation bonds and notes	\$ 9,730,000	\$ 3,000,000	\$ (535,000)	\$ 12,195,000	\$ 560,000
Revenue bonds	24,385,000	-	(1,920,000)	22,465,000	1,565,000
State revolving loan funds	1,817,662	-	(358,805)	1,458,857	375,287
Premium on bonds	423,500	-	(21,175)	402,325	21,175
Total long-term liabilities	<u>\$ 36,356,162</u>	<u>\$ 3,000,000</u>	<u>\$ (2,834,980)</u>	<u>\$ 36,521,182</u>	<u>\$ 2,521,462</u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - LONG-TERM DEBT (Cont.)

The debt service requirements for the System's bonds and notes are as follows:

Year ending September 30,	G.O. Bonds and Notes		State Revolving Fund Notes	
	Principal	Interest	Principal	Interest
2014	\$ 1,133,455	\$ 332,054	\$ 375,287	\$ 57,971
2015	1,171,430	304,942	392,528	40,730
2016	1,214,700	277,400	396,589	22,698
2017	1,253,270	249,878	173,771	8,763
2018	1,297,145	221,306	96,001	3,467
2019-2023	3,825,000	730,142	24,681	185
2024-2028	1,780,000	301,740	-	-
2029-2030	520,000	25,384	-	-
Total	\$ 12,195,000	\$ 2,442,846	\$ 1,458,857	\$ 133,814

Year ending September 30,	Revenue Bonds		Total Bonds and Notes	
	Principal	Interest	Principal	Interest
2014	\$ 1,565,000	\$ 862,800	\$ 3,073,742	\$ 1,252,825
2015	1,640,000	789,863	3,203,958	1,135,535
2016	1,715,000	707,363	3,326,289	1,007,461
2017	1,790,000	635,813	3,217,041	894,454
2018	1,865,000	564,894	3,258,146	789,667
2019-2023	7,260,000	1,744,594	11,109,681	2,474,921
2024-2028	3,435,000	848,731	5,215,000	1,150,471
2029-2032	3,195,000	226,341	3,715,000	251,725
Total	\$ 22,465,000	\$ 6,380,399	\$ 36,118,857	\$ 8,957,059

During the year ended September 30, 2013, interest expense paid for the System's long-term liabilities totaled \$1,421,749.

NOTE 7 - COMMITMENTS

At September 30, 2013, the outstanding balance attributable to the City's Water and Sewer System included the USA Yeast Pretreatment Facility (\$2,463,090) and the balances on various other water and sewer projects totaling \$2,267,766.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE ELEVEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 8 - OTHER POSTEMPLOYMENT BENEFITS

The City's health insurance plan allows for retirees to obtain health insurance by participating in the City's health insurance plan. The City does not issue a publicly available financial report for the health insurance plan. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, the City has a postemployment healthcare benefit reportable under GASB Statement 45 as a single employer defined benefit health care plan. However, the City has not recorded a liability for other postemployment benefits nor has the City reported note disclosures which are required by accounting principles generally accepted in the United States of America.

NOTE 9 - CONTINGENCIES

Compliance with Amended Order No. 6034 11 - In February 2012, the City and the Mississippi Commission on Environmental Quality (Complainant) executed Amended Agreed Order No. 6034 11. Contained in the provisions of this Order is the requirement that the City must decide upon a wastewater engineering solution for "Phase II" effluent limit compliance by May 31, 2013, and must complete all necessary design work for the project on or before October 31, 2014. Additionally, the City has agreed to submit a copy of the Notice to Proceed for construction on or before January 31, 2015, and the project is required to have been completed on or before February 28, 2017 with the City filing with the Complainant a certification of completion of construction within 10 days of completion. This order specifies that if the City fails to demonstrate compliance with the "Phase II" permit effluent limitations by the deadline of May 31, 2017, the City will be required to pay a penalty of \$100 per day until compliance has been demonstrated in accordance with the provisions of National Pollutant Discharge Elimination System (NPDES) Permit No. MS0020303.

The City is currently in the process of reviewing all water and sewer procedures and agreements that might significantly impact future revenues, including existing contracts. In addition to these measures, extensive rate increases are anticipated in order to meet all applicable financial, contractual and regulatory requirements, including compliance with provisions contained in water and sewer bond documents. The governing authorities of the City have demonstrated their willingness in recent years to implement moderate water and sewer rate increases that were necessary in order to fund increases to operating expenses and debt service requirements. The more substantial rate increases that were addressed in 2014 proved to be deeply divisive. The ability of the City Council and the Administration to reconcile their various concerns with the future financial requirements of a wastewater treatment facility that meets regulatory requirements will be a matter of profound importance to the viability of the City's water and sewer system.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWELVE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 9 - CONTINGENCIES (Cont.)

Litigation - On March 2, 2012, Gulf Restoration Network (GRN) filed a citizen enforcement suit under the Clean Water Act against the City in an action styled and numbered GRN v. City of Hattiesburg, Civil Action No. 2:12cv36-KS-JMR, on the docket of the United States District Court for the Southern District of Mississippi. The suit alleges that the City has discharged wastewater from its two wastewater facilities, commonly known as the North Lagoon and the South Lagoon, into the Bowie and Leaf River that violates various constituent limits contained in the City's NPDES permits. The suit seeks the imposition of civil penalties for alleged past and ongoing permit violations, as well as injunctive relief requiring the City to come to immediate compliance with NPDES permits. The City has filed an Answer to the suit denying liability. The case is set for a bench trial beginning on October 6, 2014. The City intends to vigorously defend against GRN's claims. Legal counsel has not concluded that the likelihood of an unfavorable outcome is either "probable" or "remote" and has not expressed an opinion as to the likely outcome of this matter. Additionally, legal counsel "does not estimate the amount or range of potential loss" in such matter set forth above that could result if the outcome should be unfavorable to the City.

The City is party to a lawsuit with the City of Petal over proposed rate increases for the acceptance and treatment of Petal's wastewater. The matter is ongoing and has not been settled. The City of Petal continues to remit monthly payments based upon a prior treatment rate based upon current treatment volumes. The amounts owed to the City for the City of Petal's wastewater treatment that will ultimately be paid is not readily determinable and has not been recorded in these financial statements.

The City is party to various other legal proceedings which normally occur in governmental operations. While the City cannot predict the results of any litigation, legal counsel for the City of Hattiesburg believes that it has meritorious defenses for those actions, proceedings and claims, or they are without merit or are of such kind, or involve such amounts, that unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the City of Hattiesburg, Mississippi.

NOTE 10 - SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2013 through June 30, 2014, as that date is the date the audited financial statements were available to be issued.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THIRTEEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - SUBSEQUENT EVENTS (Cont.)

Wastewater Treatment Agreement - On January 21, 2014, the City executed an agreement for the treatment of wastewater with Groundworx, LLC. This agreement cited Mississippi House Bill No. 1529 that authorized the City to contract with private parties for the disposal and/or treatment of wastewater, and under the terms of the executed agreement, the Groundworx will design, construct, own, operate, and maintain a land treatment system and related facilities for collecting, receiving, storing, transporting, treating and/or disposing of the City's wastewater. Pursuant to this agreement, it was anticipated that the City would adopt and maintain in effect a comprehensive sewer use ordinance that is compatible and in conformity with the EPA, MDEQ, and any other governmental body having legal authority to set such standards and restrictions for publicly owned treatment works of similar size and character, and the agreement noted that this ordinance is subject to periodic reviews and revisions, if necessary.

The guaranteed maximum price for the construction and development of this system is \$137,100,000. When the treatment system becomes operational, the projected annual treatment system budget is projected to approximate \$16.6 million, including a debt service component of approximately \$10 million that is based upon Groundworx's projected annual debt service requirements for the anticipated \$141,125,000 Series 2014 Taxable Revenue Bonds. These bonds were projected to be amortized at an average coupon rate approximating 5.50% over a thirty year period, with the final payments due in fiscal year 2044. During the system's planned two year construction phase, the City's required payments were to have been limited to funding the interest portion of the Series 2014 Taxable Revenue Bonds, projected to approximate \$3.8 million payable at six month intervals for the two year period beginning in late 2014.

On February 18, 2014, the City Council adopted a revised sewer rate structure that was calculated to fund these projected interest payments with incremental increases to sewer charges that were previously set at 100% of water billings. The City's adopted water rates established for September, 2014 – 2017 were \$11.03/1,000 gallons (2014), \$12.13/1,000 gallons (2015), \$13.34/1,000 gallons (2016), and \$14.01/1,000 gallons (2017). Corresponding sewer rates were set at 100% of water rates for these annual adjustments. With the February, 2014 amendments to the rate ordinances, these rates were projected to be set at \$26.69/1,000 gallons, or 220% of water rate (2015), \$27.35/1,000 gallons, or 205% of water rate (2016), and \$32.64, or 233% of water rate (2017).

Additionally at the February 18, 2014 meeting, the City Council amended the water and sewer ordinance that contained the City's water system cut-off policy in order to set a 45 day provision for the cut-off of water due to the delinquent status of billings.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOURTEEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - SUBSEQUENT EVENTS (Cont.)

The above described rate increases were subsequently vetoed by the Mayor based upon his desire to pursue a local option sales tax to supplement user fees to fund waste water treatment expenses. In March, 2014 an effort was made to introduce legislation that would impose an additional 1% local sales tax in order to provide supplemental funding for infrastructure improvements, including sewer treatment facilities, but this proposed local and private bill was never brought up for a vote during the 2014 State of Mississippi legislative session.

On June 19, 2014, Groundworx, LLC filed a civil suit in Forrest County Chancery Court alleging breach of contract by the City regarding the creation of a revenue stream to retire the expected debt to be incurred by Groundworx in conjunction with the above-noted contract. The suit is seeking an injunction to enjoin the City from terminating the contract and asks for compensatory damages to cover costs and expenses already incurred by the Groundworx, LLC.

A July 15, 2014 evidentiary hearing date has been set for the Mississippi Department of Environmental Quality to review the application process followed by Groundworx in obtaining their permit to dispose of the City's waste water. Three citizens, including a member of the City Council, have requested this review, citing problems with the permitting process.

Issuance of Water and Sewer Revenue Bonds - In December 2013, the City issued \$28,000,000 in Water and Sewer Revenue Bonds (Mississippi Development Bank Special Obligation Bonds, Series 2013) for the purposes of refunding the City's General Obligation Note, Series 2013 (\$3,000,000) and providing for the funding for repairing, improving, and extending the water and sewer system. These bonds are to be amortized over a 25 year period with semi-annual interest and annual principal payments, with the first principal payment due December 1, 2014 and the final payment due December 1, 2038. The average total annual debt service payment amount is \$1,993,945, the average life of the bonds is 17.586 years, and the average coupon rate on these bonds is approximately 4.44%.

Litigation - On June 25, 2014, the Arbitrator of the Precision Construction, LLC vs. City of Hattiesburg litigation ruled that the City materially breached a 592 Program Sewer Rehabilitation contract held with Precision Construction. As a result of this ruling, Precision Construction is entitled to payment for work performed and to lost profits in the total amount of \$843,930. As of the report date, the Arbitrator has not determined the extent of legal fees that may be owed by the City as a result of this litigation.

SUPPLEMENTARY INFORMATION

WATER AND SEWER FUND

SCHEDULE 1

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER FUND
BALANCE SHEET - BUDGETARY BASIS,
MODIFIED FOR CAPITAL ASSETS AND LONG-TERM DEBT
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 2,712,012
Total current assets	<u>2,712,012</u>

CAPITAL ASSETS

Water distribution	43,862,906
Sanitary sewer system	57,548,133
Communication equipment	355,819
Motor vehicles	2,677,586
Office equipment	109,521
Other equipment	5,613,857
Improvements	<u>321,108</u>
	110,488,930
Less: Accumulated depreciation	<u>(25,299,224)</u>
	85,189,706
Land	315,243
Construction in progress	<u>13,643,288</u>
Total capital assets	<u>99,148,237</u>

DEFERRED TO FUTURE REVENUES

Amount to be provided in future years for retirement of indebtedness	<u>1,458,856</u>
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<i>Total assets</i>	<u>\$ 103,319,105</u>
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Sales tax payable	\$ 14,095
Accounts payable - trash hauling	184,027
Due to other funds	1,249,721
Current maturities of long-term debt	<u>375,287</u>
Total current liabilities	<u>1,823,130</u>

LONG-TERM LIABILITIES

Customer meter deposits	1,101,326
Long-term debt	<u>1,083,570</u>
Total long-term liabilities	<u>2,184,896</u>

<i>Total liabilities</i>	<u>4,008,026</u>
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RETAINED EARNINGS

Appropriated	162,842
Investment in land, buildings and equipment	<u>99,148,237</u>
Total retained earnings	<u>99,311,079</u>

<i>Total liabilities and retained earnings</i>	<u><u>\$ 103,319,105</u></u>
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SCHEDULE 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS,
MODIFIED FOR CAPITAL ASSETS AND LONG-TERM DEBT
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES

Water charges	\$ 6,820,830
Sewer charges	7,469,925
Sewer connections	15,615
Turn-on fees	69,170
Taps	246,553
Total operating revenues	<u>14,622,093</u>

OPERATING EXPENSES

Other services and charges	15,783
Depreciation expense	1,967,810
Total operating expenses	<u>1,983,593</u>

OPERATING INCOME

12,638,500

NON-OPERATING REVENUES (EXPENSES)

Interest revenue	2,252
Interest expense	(74,454)
Other revenue	1,900
Debt principal payments	(358,804)
Total non-operating revenues (expenses)	<u>(429,106)</u>

INCOME BEFORE OPERATING TRANSFERS

12,209,394

OPERATING TRANSFERS

Operating transfers in	18,489,413
Operating transfers out	(14,197,950)
Total operating transfers	<u>4,291,463</u>

NET INCOME

16,500,857

RETAINED EARNINGS, beginning

81,742,271

Prior period adjustment

1,067,951

RETAINED EARNINGS, beginning, as adjusted

82,810,222

RETAINED EARNINGS, end of year

\$ 99,311,079

OPERATION AND MAINTENANCE FUND

SCHEDULE 3

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**OPERATION AND MAINTENANCE FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	756,558
Due from other funds		<u>664,358</u>

<i>Total assets</i>	\$	<u>1,420,916</u>
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Accounts payable	\$	17,302
Total current liabilities		<u>17,302</u>

RETAINED EARNINGS

		<u>1,403,614</u>
<i>Total liabilities and retained earnings</i>	\$	<u>1,420,916</u>

SCHEDULE 4

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**OPERATION AND MAINTENANCE FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Personal services	2,243,189
Supplies and expenses	3,854,850
Other services and charges	909,752
Capital outlays	<u>353,354</u>
Total operating expenses	<u>7,361,145</u>
OPERATING LOSS	<u>(7,361,145)</u>
NON-OPERATING REVENUES	
Interest revenue	2,656
Other revenue	<u>29,405</u>
Total non-operating revenues	<u>32,061</u>
LOSS BEFORE OPERATING TRANSFERS	(7,329,084)
OPERATING TRANSFERS	
Operating transfers in	<u>7,972,296</u>
Total operating transfers	<u>7,972,296</u>
NET INCOME	643,212
RETAINED EARNINGS, beginning of year	<u>760,402</u>
RETAINED EARNINGS, end of year	<u><u>\$ 1,403,614</u></u>

SCHEDULE 5

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**OPERATION AND MAINTENANCE FUND
SCHEDULE OF EXPENSES
YEAR ENDED SEPTEMBER 30, 2013**

	Personal Services	Supplies and Expenses	Other Services and Charges	Capital Outlays	Total
Office	\$ 329,903	\$ 30,013	\$ 91,669	\$ 25,822	\$ 477,407
Transmission	615,761	175,967	416,539	10,726	1,218,993
Plant	533,550	119,596	871,688	8,320	1,533,154
Sewer	554,213	294,404	1,224,167	304,840	2,377,624
Sewer lagoon	209,769	289,772	1,250,780	3,646	1,753,967
Total expenses	\$ 2,243,196	\$ 909,752	\$ 3,854,843	\$ 353,354	\$ 7,361,145

WATER AND SEWER CONSTRUCTION FUND

SCHEDULE 6

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER CONSTRUCTION FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	1,313,490
Due from other funds		<u>11,598</u>

<i>Total assets</i>	\$	<u>1,325,088</u>
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LIABILITIES AND RETAINED EARNINGS

LIABILITIES

Accounts payable	\$	11,240
<i>Total liabilities</i>		<u>11,240</u>

RETAINED EARNINGS

<i>Total liabilities and retained earnings</i>	\$	<u>1,325,088</u>
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SCHEDULE 7

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**WATER AND SEWER CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Other services and charges	453,443
Capital outlays	<u>10,737,611</u>
Total operating expenses	<u>11,191,054</u>
OPERATING LOSS	<u>(11,191,054)</u>
NON-OPERATING REVENUES	
Interest revenue	1,810
Rents	65,003
Proceeds from general obligation note	3,000,000
Intergovernmental revenues	<u>2,484,331</u>
Total non-operating revenues	<u>5,551,144</u>
LOSS BEFORE OPERATING TRANSFERS	<u>(5,639,910)</u>
OPERATING TRANSFERS	
Operating transfers in	<u>1,973,719</u>
Total operating transfers	<u>1,973,719</u>
NET LOSS	(3,666,191)
RETAINED EARNINGS, beginning of year	<u>4,980,039</u>
RETAINED EARNINGS, end of year	<u><u>\$ 1,313,848</u></u>

BOND AND INTEREST FUND

SCHEDULE 8

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**BOND AND INTEREST FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 1,146,869
Cash with fiscal agent	598,974
Prepaid insurance - bonds	82,485
Due from other funds	307,038
Total current assets	<u>2,135,366</u>

DEFERRED TO FUTURE REVENUES

Amount to be provided in future years for retirement of indebtedness	<u>34,660,000</u>
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<i>Total assets</i>	<u>\$ 36,795,366</u>
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Current maturities of long-term debt	\$ 2,070,000
Total current liabilities	<u>2,070,000</u>

LONG-TERM LIABILITIES

Bonds payable, less current portion	<u>32,992,325</u>
Total liabilities	<u>35,062,325</u>

RETAINED EARNINGS

	<u>1,733,041</u>
<i>Total liabilities and retained earnings</i>	<u>\$ 36,795,366</u>

SCHEDULE 9

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**BOND AND INTEREST FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	<u>-</u>
NON-OPERATING REVENUES (EXPENSES)	
Interest revenue	697
Interest expense	(1,193,140)
Amortization of prepaid insurance	(4,341)
Bonds redeemed	<u>(2,070,000)</u>
Total non-operating revenues (expenses)	<u>(3,266,784)</u>
LOSS BEFORE OPERATING TRANSFERS	<u>(3,266,784)</u>
OPERATING TRANSFERS	
Operating transfers in	<u>3,684,460</u>
Total operating transfers	<u>3,684,460</u>
NET INCOME	417,676
RETAINED EARNINGS, beginning of year	<u>1,315,365</u>
RETAINED EARNINGS, end of year	<u>\$ 1,733,041</u>

USA YEAST BOND AND INTEREST FUND

SCHEDULE 10

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**USA YEAST BOND AND INTEREST FUND
BALANCE SHEET- BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	18,082
Due from other funds		25,833
Total current assets		<u>43,915</u>

<i>Total assets</i>	\$	<u>43,915</u>
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LIABILITIES AND RETAINED EARNINGS

<i>LIABILITIES</i>	\$	<u>-</u>
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<i>RETAINED EARNINGS</i>		<u>43,915</u>
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<i>Total liabilities and retained earnings</i>	\$	<u>43,915</u>
---	-----------	----------------------

SCHEDULE 11

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**USA YEAST BOND AND INTEREST FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	<u>-</u>
NON-OPERATING REVENUES (EXPENSES)	
Interest revenue	174
Bonds redeemed	(385,000)
Interest expense	<u>(23,100)</u>
Total non-operating revenues (expenses)	<u>(407,926)</u>
LOSS BEFORE OPERATING TRANSFERS	<u>(407,926)</u>
OPERATING TRANSFERS	
Operating transfers in	<u>310,000</u>
Total operating transfers	<u>310,000</u>
NET LOSS	(97,926)
RETAINED EARNINGS, beginning of year	<u>141,841</u>
RETAINED EARNINGS, end of year	<u><u>\$ 43,915</u></u>

2012 WATER AND SEWER CONSTRUCTION FUND

SCHEDULE 12

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2012 WATER AND SEWER CONSTRUCTION FUND
BALANCE SHEET- BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash with fiscal agent

\$ 789,168

Total assets

\$ 789,168

LIABILITIES AND RETAINED EARNINGS

LIABILITIES

\$ -

RETAINED EARNINGS

789,168

Total liabilities and retained earnings

\$ 789,168

SCHEDULE 13

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2012 WATER AND SEWER CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Capital outlay	<u>7,206,664</u>
Total operating expenses	<u>7,206,664</u>
OPERATING LOSS	<u>(7,206,664)</u>
NON-OPERATING REVENUES	
Interest revenue	<u>544</u>
Total non-operating revenues	<u>544</u>
NET LOSS	(7,206,120)
RETAINED EARNINGS, beginning of year	<u>7,995,288</u>
RETAINED EARNINGS, end of year	<u><u>\$ 789,168</u></u>

***2009 WATER AND SEWER
GENERAL OBLIGATION BOND CONSTRUCTION FUND***

SCHEDULE 14

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2009 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents

\$ 33,869

Total assets

\$ 33,869

LIABILITIES AND RETAINED EARNINGS

LIABILITIES

\$ -

RETAINED EARNINGS

33,869

Total liabilities and retained earnings

\$ 33,869

SCHEDULE 15

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2009 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Other services and charges	10,500
Capital outlay	<u>5,395</u>
Total operating expenses	<u>15,895</u>
OPERATING LOSS	<u>(15,895)</u>
NON-OPERATING REVENUES	
Interest revenue	<u>47</u>
Total non-operating revenues	<u>47</u>
NET LOSS	(15,848)
RETAINED EARNINGS, beginning of year	<u>49,717</u>
RETAINED EARNINGS, end of year	<u>\$ 33,869</u>

***2010 WATER AND SEWER
GENERAL OBLIGATION BOND CONSTRUCTION FUND***

SCHEDULE 16

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2010 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
BALANCE SHEET - BUDGETARY BASIS
SEPTEMBER 30, 2013**

ASSETS

CURRENT ASSETS

Cash with fiscal agent	\$ 359,361
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<i>Total assets</i>	\$ 359,361
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LIABILITIES AND RETAINED EARNINGS

CURRENT LIABILITIES

Due to other funds	\$ 600,000
--------------------	------------

Total current liabilities	600,000
---------------------------	---------

<i>Total liabilities</i>	600,000
---------------------------------	----------------

<i>RETAINED EARNINGS</i>	(240,639)
---------------------------------	------------------

<i>Total liabilities and retained earnings</i>	\$ 359,361
---	-------------------

SCHEDULE 17

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**2010 WATER AND SEWER GENERAL OBLIGATION BOND CONSTRUCTION FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
RETAINED EARNINGS - BUDGETARY BASIS
YEAR ENDED SEPTEMBER 30, 2013**

OPERATING REVENUES	<u>\$ -</u>
OPERATING EXPENSES	
Capital outlay	<u>841,227</u>
Total operating expenses	<u>841,227</u>
OPERATING LOSS	<u>(841,227)</u>
NON-OPERATING REVENUES	
Intergovernmental	781,453
Interest revenue	<u>427</u>
Total non-operating revenues	<u>781,880</u>
LOSS BEFORE OTHER SOURCES (USES)	<u>(59,347)</u>
NET INCOME	(59,347)
RETAINED EARNINGS, beginning of year	<u>(181,292)</u>
RETAINED EARNINGS, end of year	<u><u>\$ (240,639)</u></u>



City of Hattiesburg, MS

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

Master

File Number: 2014-1231

File ID: 2014-1231

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2014

Brief Title: Annual audit of the City of Hattiesburg for the fiscal year ending September 30, 2013.

Final Action:

Minute Book Number: MB2014-200

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Final City of Hattiesburg MS YE 9-30-2013 Audit, Nicholson & company letter to Council, 2013 Audit Findings, Nicholson & Company letter to Council, 2013 Audit, Significant Deficiencies

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/08/2014					
1	City Council	07/08/2014					

Text of Legislative File 2014-1231

Title

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

Summary

Annual audit of the City of Hattiesburg for the fiscal year ending September 30, 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG, MISSISSIPPI
COMPREHENSIVE ANNUAL FINANCIAL REPORT
Year Ended September 30, 2013

CITY OF HATTIESBURG, MISSISSIPPI

COMPREHENSIVE ANNUAL FINANCIAL REPORT YEAR ENDED SEPTEMBER 30, 2013

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CITY OF HATTIESBURG, MISSISSIPPI

COMPREHENSIVE ANNUAL FINANCIAL REPORT YEAR ENDED SEPTEMBER 30, 2013

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CITY OF HATTIESBURG, MISSISSIPPI

COMPREHENSIVE ANNUAL FINANCIAL REPORT YEAR ENDED SEPTEMBER 30, 2013

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CITY OF HATTIESBURG, MISSISSIPPI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2013**

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INTRODUCTORY SECTION
(UNAUDITED)



Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

March 26, 2014

To the Honorable Mayor, Members of the City Council, and
Citizens of the City of Hattiesburg

The Department of Administration is pleased to submit the Comprehensive Annual Financial Report (CAFR) of the City of Hattiesburg, Mississippi, prepared in accordance with accounting principles generally accepted in the United States of America for the fiscal year ended September 30, 2013. These accompanying financial statements are prepared and presented in conformity with GASB Statement No 34 – *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*. The format, which includes Government-wide and Major Fund presentations, provides citizens, investors and creditors, grantor agencies, and other interested parties with reliable financial information about the City. Management assumes full responsibility for the completeness and reliability of the information contained in this report, and we believe the report is accurate in all material respects.

The Comprehensive Annual Financial Report includes the following: this transmittal letter, the financial section consisting of Management's Discussion and Analysis, the basic financial statements (government-wide and fund statements), notes to the financial statements, combining and individual fund financial statements and schedules and the independent auditors' report on the financial statement schedules, and a statistical section consisting of several tables of unaudited data describing the financial history of the City, as well as other miscellaneous statistics, presented on a multi-year basis.

Profile of Government

The City of Hattiesburg has a land area of 55.4 square miles and is located strategically in the southeast section of Mississippi. It has historically been designated as the "Hub City," since its location is within a 100-mile radius of Jackson, Mississippi, New Orleans, Louisiana, Mobile, Alabama, and the Mississippi Gulf Coast. Because of its location, it is a regional center of trade, medical services, and educational and industrial activity. The City operates under the Mayor/Council form of government. The policy-making and legislative authority, as well as budgetary responsibilities, are vested with the five-member City Council, each of whom is elected from one of the five wards into which the City is divided. The Mayor is responsible for the day-to-day operations of City government, and much of his work is accomplished through the delegation of duties to his department directors and chiefs, who are appointed by the Mayor and approved by the City Council. All elected officials serve four-year terms.

Services provided include police and fire protection, water and sewer services, construction and maintenance of streets and infrastructure, sanitation, parks and recreation, planning and zoning, and general administrative functions.

Current Economic Conditions

Hattiesburg ended the fiscal year with a 4.8% increase in sales tax revenue for fiscal year 2013. There was a 6% decrease in the ending cash balance of the General Fund. In a continuing effort to raise the base starting pay for City employees, the hourly rates of pay were increased fifty cents per hour for those employees earning less than \$10.00 per hour. This accomplished the objective of raising the base starting rate to \$9.00 per hour. Additional efforts to increase pay rates for City employees will be reviewed during the upcoming fiscal year.

Property valuations increased from the prior year, another indicator of improvement in the local economy. Property tax revenue increased as a result by 6.5%.

Hattiesburg's diverse economic base continues to minimize the impact of a cyclical economy. Many of the industrial, medical, and educational facilities represent the largest employers, as well as having the largest tax base, and the list of those entities has remained virtually unchanged for a number of years, as noted in the supplementary information contained in this audit.

Future Economic Outlook

The Midtown District plan is continuing to progress and it has expanded to include another district to the west, called the Midtown Market. The plans include revitalization of the shopping center on Hardy Street at 38th Avenue. The Twin Forks Rising development is also continuing to progress and is still in the design phase.

Downtown Hattiesburg revitalization efforts are continuing at a steady pace, with the completed renovations of the Carter and America buildings. Residential space was opened to tenants in late summer 2013, and tenants for ground-floor retail space are being recruited. Plans are underway for improvements to the land alongside Gordon's Creek downtown, to create walking paths and footbridges crossing the creek. It is anticipated to increase walkability in the area and connectivity to the downtown area from the universities.

Tax increment financing projects have been discussed and approved for projects in south Hattiesburg. Phase II of the Southern Pointe TIF area is now complete, and bonds are anticipated to be issued during FY 2014 to repay infrastructure development costs. Construction on the Whispering Pines Retirement area is continuing.

City officials continue to meet with attorneys and engineers to address concerns for the City's lagoon system. A request for proposals for a land application sewer treatment system was issued, and negotiations with Groundworx were authorized in June 2013. The City's efforts to meet all waste water treatment system regulatory requirements are ongoing.

Financial and Budgetary Information

The City maintains budgetary controls to ensure compliance with legal provisions specified by state statute. Activities of the City are included in budget appropriations approved by the City Council. The legal level of budgetary control is established by major expenditure classification and approved by the Council. Adjustments within a classification may be approved by the Department Director.

The Mayor and Council have established the goal and desire to maintain an ending cash balance in the General Fund of \$4 million to cover operating costs and unanticipated emergencies in the months prior to receipt of property tax revenues. While this was not possible in 2008 and 2009 due to the recession, the City has been able to reach this goal since 2011. Improving economic conditions and continued careful management of budgeted funds has enabled the city to reach and maintain this goal.

Water and sewer projects funded with the \$12.5 million revenue bonds issued in 2012 are nearly complete, and engineering designs are underway for Phase II of the water and sewer improvements. It is anticipated that bonds for Phase II will be sold in late 2013, for an estimated \$28 million. The increased cost of Phase II improvements will include repaving of streets impacted by the water and sewer work.

Enterprise Funds

Hattiesburg's enterprise operation is the Water and Sewer Fund. All revenues and costs associated with delivering potable water to the City's residential and commercial customers and treatment of residential and industrial waste are reported in this group of funds. Financial statements for this operation are contained in this report.

Debt Administration

The City maintains the Municipal Bond and Interest Fund to retire debt associated with general obligation bonds. The funding source comes from levy and collection of ad valorem property taxes. Mississippi law limits the amount of general obligation debt a municipality may issue to 15% of total assessed value. As of September 30, 2013, the City's remaining margin for further debt issuance stands at \$45,646,176. Upon issuance of the City's latest general obligation bonds in 2010, Moody's bond rating service issued an Aa3 rating. Moody's issues a rating each time a bond issue is sold, and the most recent revenue bond issue, the 2012 Water and Sewer Bonds, was awarded an A1 rating. This is one step below the rating given for the 2010 general obligation bonds, and this is a typical procedure for Moody's, as there is more risk to the investor with a revenue issue. Nevertheless, this is considered to be an excellent rating for a municipality.

Risk Management

The City is self-insured for group health insurance, and is a member of the Municipal Workers Compensation Group and the Municipal Liability Plan, a self-insured plan for member municipalities across the State of Mississippi. The City has a Risk Manager who monitors safety procedures with departments and reviews and reports all accidents and claims to the self-insured group administrators.

Independent Auditors

The City's financial statements have been audited by Nicholson and Company, PLLC, Certified Public Accountants, a firm of licensed certified public accountants. The independent audit of the financial statements was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and

compliance with legal requirements, with special emphasis on internal controls and compliance with legal requirements involving the administration of federal awards. The independent auditor's report is located at the front of the financial section of this report, and the single audit reports are presented in the single audit section of this report.

Acknowledgments

The preparation of this report was made possible with the assistance of the dedicated staff of the Accounting Division of the Department of Administration. Appreciation is also extended to other City departments for their cooperation in providing information for preparation of this report.

Sincerely,

Connie Everett

Connie Everett
Chief Financial Officer

PUBLIC OFFICIALS

JOHNNY L. DUPREE
MAYOR

COUNCIL MEMBERS

KIM BRADLEY – WARD 1
DEBORAH DENARD DELGADO – WARD 2
CARTER CARROLL – WARD 3
MARY DRYDEN – WARD 4
HENRY E. NAYLOR – WARD 5

FINANCIAL SECTION

CARL L. NICHOLSON, JR., CPA
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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Summary of Opinions

<u>Opinion Unit</u>	<u>Type of Opinion</u>
Governmental Activities	Qualified
Business-type Activities	Qualified
Discretely Presented Component Unit	Unmodified
General Fund	Unmodified
Aggregate Remaining Governmental Funds	Unmodified
Combined Water and Sewer System	Qualified

Basis for Qualified Opinions on Governmental Activities and Business-type Activities

As discussed in Note 18 to the financial statements, the City has not recorded a liability for other postemployment benefits in the governmental activities or the business-type activities, which represents the City's major proprietary fund, and, accordingly, has not recorded an expense for the current period change in that liability. Accounting principles generally accepted in the United States of America require that other postemployment benefits attributable to employee services already rendered be accrued as liabilities and expenses as employees earn the rights to the benefits, which increase liabilities, reduce the net position and change the expenses of the governmental activities and the business-type activities. The amount by which this departure would affect the liabilities, net position and expenses of the governmental activities and the business-type activities is not reasonably determinable.

Qualified Opinions

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinions on Governmental Activities and Business-type Activities" paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and the major proprietary fund of the City of Hattiesburg, Mississippi, as of September 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the discretely presented component unit, the major governmental fund, and the aggregate remaining governmental fund information of the City of Hattiesburg, Mississippi, as of September 30, 2013, and the respective changes in financial position, and, where applicable cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

Change in Accounting Principle

As described in Note 1 to the financial statements, in 2013 the City established an accounting policy for estimating an allowance for doubtful water and sewer account balances.

Uncertainties Regarding Wastewater Treatment Facilities

As described in Notes 17 and 24, the City of Hattiesburg's efforts to comply with regulations applicable to the City's wastewater treatment facilities in conjunction with meeting the water and sewer system's existing financial requirements are ongoing. These regulatory requirements follow a specific timeline that requires the implementation of various phases of wastewater system facilities over the next several years. The importance of the City Council and the Administration's ability to address these matters on a timely basis is emphasized in Note 17, where disclosure is made that substantial water and sewer rate increases may be necessary pursuant to funding compliance with these requirements.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension information on pages 10 through 20 and 82 through 94 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Hattiesburg, Mississippi's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2014, on our consideration of the City of Hattiesburg, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Hattiesburg, Mississippi's internal control over financial reporting and compliance.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

MANAGEMENT'S DISCUSSION AND ANALYSIS
(Unaudited)
Year Ended September 30, 2013

The Discussion and Analysis of the City of Hattiesburg's financial performance provides an overview of the City's financial activities of the fiscal year ended September 30, 2013. The intent of this discussion and analysis is to look at the City's financial performance as a whole. Readers should also review the City's financial statements in conjunction with the transmittal letter in order to enhance their understanding of the City's financial performance.

FINANCIAL HIGHLIGHTS

Key financial highlights for 2013 were as follows:

- Total net position for 2013 increased \$10,713,693, or 5.76% from 2012.
- Total assets of governmental activities increased \$58,977, or .03% from 2012.
- Total liabilities decreased \$4,521,929 or 4.79% from 2012.
- In total, equity in pooled cash and cash equivalents decreased \$10,397,747, or 36.2% from 2012.
- Overall, the book value of capital assets increased by \$17,126,747, or 7.71% from fiscal year 2012.

Using this Annual Financial Report:

This annual report consists of a series of financial statements and notes to those statements are organized so that the reader can understand the City of Hattiesburg as a financial whole or as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial conditions.

The Statement of Net Position and Statement of Activities provide information about the activities of the whole city, presenting both an aggregate view of the City's finances and a longer-term view of those assets. Major fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what dollars remain for future spending. The fund financial statements also look at the City's most significant funds with all other non-major funds presented in total in one column.

Reporting the City of Hattiesburg as a Whole:

Statement of Net Position and the Statement of Activities

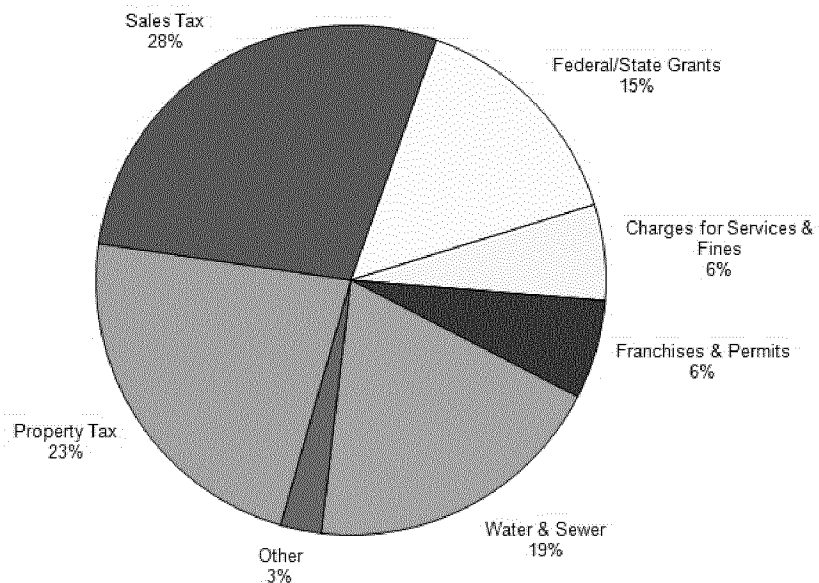
While this document contains information about the funds used by the City to provide services to our citizens, the view of the City as a whole looks at all financial transactions and asks the question, "How did we do financially during 2013?" The Statement of Net Position and the Statement of Activities answer this question.

These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by private sector companies. This basis of accounting considers all of the current year's revenues and expenses regardless of when the cash is received or paid. These two statements report the City's net position and the change in net position. This change in net position is important because it tells the reader whether, for the City as a whole, the financial position of the City has improved or diminished. However, in evaluating the overall position of the City, non-financial information such as changes in the City's tax base and the condition of the City's capital assets will also need to be evaluated.

In the Statement of Net Position and the Statement of Activities, all of the City's departmental activities are reported as Governmental Activities, which include all of the City's services such as police, fire, administration, public services, and all other departments. The Business-Type Activities of the City of Hattiesburg consist of the City's Combined Water & Sewer System.

The government-wide financial statements include not only the City Of Hattiesburg itself (the *primary government*), but also a legally separate component unit, the Hattiesburg Convention Commission. Financial information presented for the component unit is reported separately from the financial information presented for the primary government itself.

Sources of City Revenue



Revenues

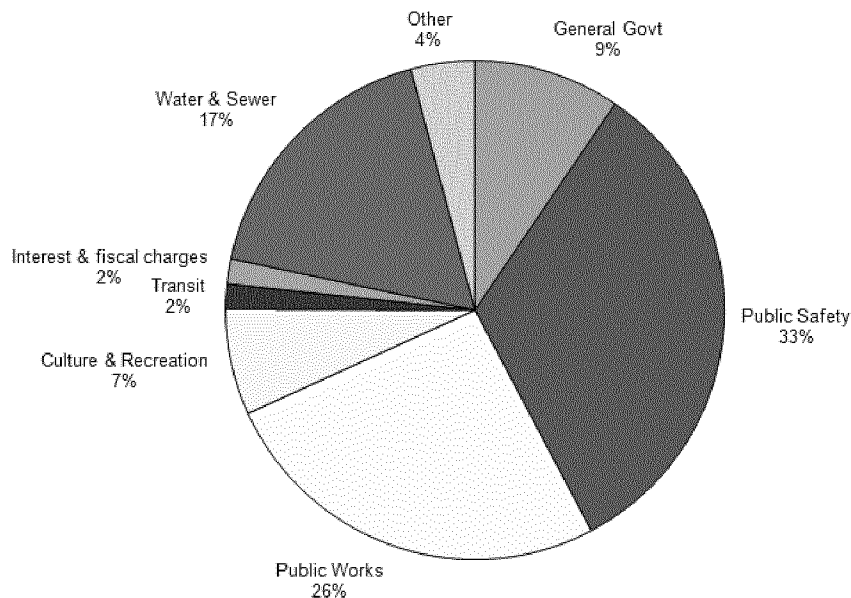
Net Revenues exceeded expenses by \$9.1 million for the 2013 year. This is a decrease of \$246,757 from the net revenues of FY 2012. Much of this decrease occurred due to an increase in government activities expenditures in public safety for prisoner housing and an upgrade to a digital radio communication system.

Property Tax – One of the major sources of revenue for the City, at 23% of total revenues, property tax revenue reflected an increase of \$715,582 from FY 2012. County adjustments to the property tax roll based upon increasing sales prices of homes were a significant factor in the increase in property tax revenue.

Sales Tax – Another major source of revenue for the City is sales tax, at 28% of total revenues. FY 2013 revenue increased from FY 2012, by \$886,396, or 4.3%. Revenue had remained virtually unchanged for two years in a row, signifying that the economy might be stabilizing. The increase in FY 2013 provides a tangible measure of steady growth in the local economy.

Grants – Operating and capital grant revenues represent 14.8% of total revenues, and there was a \$3.5 million decrease in this category of revenue for FY 2013. This is attributable to completion of capital projects for the Water & Sewer system, as well as a decrease in funds received through the Community Development Block Grant program.

How the Revenue is Used



Expenses

The City's government-wide expenses totaled \$67.9 million in FY 2013 and \$70.7 million in FY 2012, or a 4% decrease. Expenses for Governmental Activities decreased \$3,814,367, while expenses for Business-Type Activities increased \$1,011,120.

The largest categories of expenses are Public Works at 26%, Public Safety at 33% and Water & Sewer at 17%. The Statement of Activities shows total costs of the major spending categories, and net costs. The net cost is derived by subtracting associated program revenues from the expenditure totals for each category. This net cost is the financial burden that must be covered by property taxes, sales taxes, and other miscellaneous revenue.

Reporting on the City Of Hattiesburg's Most Significant Funds:

Fund Financial Statements

The Analysis of the City's major funds begins on page 26. Fund financial reports provide detailed information about the City's major funds. Based on restrictions on the use of monies, the City has established many funds which account for the multitude of services provided by the City's residents. However, these fund financial statements focus on the City's most significant funds. In the case of the City of Hattiesburg, the City's major funds are the General Fund and the Combined Water & Sewer Fund.

Governmental Funds

Information about the City's major governmental funds begins on page 26. These funds are accounted for using the modified accrual basis of accounting. All governmental funds had total revenues of \$57,616,423, net other financing sources of \$1,138,400, and expenditures of \$59,044,416.

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. Governmental funds include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds.

The General Fund is the primary governmental operating fund, containing expenditures for public safety, public works, economic development, health and welfare, and general government. The governmental funds account for 77% of total revenues, with the General Fund alone accounting for 78% of total revenues. The governmental funds account for 82% of total expenses, and the General Fund alone accounts for 72% of total expenses.

Total expenditures for the General Fund increased by \$331,933, or by .79% from FY 2012. The decrease in the ending fund balance of the General Fund from \$7,748,255 in FY 2012 to \$7,676,619 in FY 2013 was a negligible .92%. There were no significant changes in department operations during FY 2013.

Proprietary Funds:

The City of Hattiesburg maintains one type of proprietary fund, an *enterprise fund* that is used to report *business-type activities* in the government-wide financial statements. The City uses enterprise fund accounting in order to account for the Water & Sewer System (System).

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The basic proprietary fund financial statements can be found on pages 34 through 38. Operating revenues of the System are utilized to fund operation and maintenance expenses and debt service, with any residual net revenues being transferred into the Water & Sewer Construction Fund, a component of the consolidated enterprise fund.

Operating expenses for the System were \$753,663, or 7.5% more in FY 2013 than FY 2012. Most of this increase occurred due to repair projects by outside contractors in FY 2013 of water lines, sewer lines, water treatment plant, and ongoing lagoon upgrades.

Operating revenues increased in FY 2013 from FY 2012 by \$1,592,241. Revenue increases resulted from replacement of aging meters, commercial meter testing and repair, and a rate increase initiated to support a bond issue for major water and sewer projects.

The City of Hattiesburg as a Whole:

Recall that the Statement of Net Position looks at the City as a whole. Table 1 provides a summary of the City's net position for FY 2013.

Table 2 shows the Changes in Net Position for the year ended September 30, 2013.

**TABLE I
CITY OF HATTIESBURG'S NET POSITION**

	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
ASSETS						
Current and other assets	\$ 39,528,212	\$ 39,006,428	\$ 7,767,465	\$ 19,219,891	\$ 47,295,677	\$ 58,226,319
Capital assets, net	140,049,664	140,512,471	99,148,235	81,558,681	239,197,899	222,071,152
Total assets	179,577,876	179,518,899	106,915,700	100,778,572	286,493,576	280,297,471
DEFERRED OUTFLOWS OF RESOURCES						
Prepaid bond insurance	-	-	82,485	86,826	82,485	86,826
Total deferred outflows of resources	-	-	82,485	86,826	82,485	86,826
LIABILITIES						
Long-term liabilities, outstanding:						
Due within one year	6,033,009	6,014,428	2,521,462	2,834,980	8,554,471	8,849,408
Payable after one year	25,791,002	31,581,551	35,101,046	34,574,056	60,892,048	66,155,607
Unearned revenues	-	36,721	-	-	-	36,721
Other liabilities	3,337,196	2,562,306	823,610	625,212	4,160,806	3,187,518
Total liabilities	35,161,207	40,195,006	38,446,118	38,034,248	73,607,325	78,229,254
DEFERRED INFLOWS OF RESOURCES						
Unearned revenues - property taxes	16,185,000	16,085,000	-	-	16,185,000	16,085,000
Total deferred inflows of resources	16,185,000	16,085,000	-	-	16,185,000	16,085,000
NET POSITION						
Net investment in capital assets	114,040,889	108,901,420	62,627,053	45,223,694	176,667,942	154,125,114
Restricted	3,403,781	535,670	-	-	3,403,781	535,670
Unrestricted	10,786,999	13,801,803	5,925,014	17,607,456	16,712,013	31,409,259
Total net position	\$ 128,231,669	\$ 123,238,893	\$ 68,552,067	\$ 62,831,150	\$ 196,783,736	\$ 186,070,043

TABLE 2
CITY OF HATTIESBURG'S CHANGES IN NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
REVENUES						
Program revenues:						
Charges for services	\$ 4,654,384	\$ 8,558,345	\$ 14,811,137	\$ 13,218,896	\$ 19,465,521	\$ 21,777,241
Operating grants and contributions	4,988,000	4,982,172	-	-	4,988,000	4,982,172
Capital grants and contributions	3,185,681	2,813,432	3,152,032	7,053,303	6,337,713	9,866,735
Total program revenues	12,828,065	16,353,949	17,963,169	20,272,199	30,791,234	36,626,148
General revenues:						
Property taxes	17,528,265	16,812,683	-	-	17,528,265	16,812,683
Other taxes	26,416,487	24,687,250	-	-	26,416,487	24,687,250
Grants and contributions not restricted to specific programs	4,795	-	-	-	4,795	-
Other general revenues	2,207,286	1,523,295	79,247	427,942	2,286,533	1,951,237
Total general revenues	46,156,833	43,023,228	79,247	427,942	46,236,080	43,451,170
Total revenues	58,984,898	59,377,177	18,042,416	20,700,141	77,027,314	80,077,318
PROGRAM EXPENSES						
General government	6,424,709	7,329,898	-	-	6,424,709	7,329,898
Public safety	22,162,945	20,763,051	-	-	22,162,945	20,763,051
Public services	17,533,037	17,341,042	-	-	17,533,037	17,341,042
Other services	1,751,307	6,281,474	-	-	1,751,307	6,281,474
Mass transit	1,104,428	1,176,837	-	-	1,104,428	1,176,837
Economic development	160,000	160,000	-	-	160,000	160,000
Culture and recreation	4,636,434	3,916,227	-	-	4,636,434	3,916,227
Human/social assistance	889,795	1,310,363	-	-	889,795	1,310,363
Water & Sewer	-	-	12,178,164	11,167,044	12,178,164	11,167,044
Interest and fiscal charges	1,089,410	1,287,540	-	-	1,089,410	1,287,540
Total program expenses	55,752,065	59,566,432	12,178,164	11,167,044	67,930,229	70,733,476

TABLE 2
CITY OF HATTIESBURG'S CHANGES IN NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
Increase in net position before inclusion of transfers	\$ 3,232,833	\$ (189,255)	\$ 5,864,252	\$ 9,533,097	\$ 9,097,085	\$ 9,343,842
Transfers	257,475	259,840	(257,475)	(259,840)	-	-
<i>Increase in net position after inclusion of transfers</i>	3,490,308	70,585	5,606,777	9,273,257	9,097,085	9,343,842
Net position - Beginning	123,238,893	112,639,681	62,831,150	53,557,893	186,070,043	166,197,574
Prior period adjustment	1,502,468	10,528,627	114,140	-	1,616,608	10,528,627
Net position - Beginning, as restated	124,741,361	123,168,308	62,945,290	53,557,893	187,686,651	176,726,201
Net position - Ending	\$ 128,231,669	\$ 123,238,893	\$ 68,552,067	\$ 62,831,150	\$ 196,783,736	\$ 186,070,043

General Fund Budgetary Highlights

The City's budget is prepared according to Mississippi Law and is based on accounting for certain transactions of cash receipts, disbursements, and encumbrances. The most significant budgeted fund is the General Fund. From a budgetary accounting point of view, sales tax collections increased by \$818,643, or 3.9% from Fiscal Year 2012.

The 2013 budget of the General Fund realized an increase in ending fund balance, due to continued stringent fiscal management and an improving local economy. Employee raises were implemented in October for the Fiscal Year 2013 budget.

For the first time in 13 years, the General Fund property tax rate was increased to 32.15 mills, but the total non-school tax rate remained at 47.42 mills. The shift in millage occurred as a result of a revised funding formula used by the Public Employees Retirement System for the closed municipal retirement systems, which are supported by property taxes levied by the affected municipalities. This revision allowed for a reduction in the levy required and certified by the actuaries to pay benefits to retirees and their beneficiaries.

The automated sanitation trucks have now been in use for 3 years, and the lease on those trucks will end in FY 2014. Due to increasing repair costs for some of the trucks, the City Council asked the Administration to begin a review of expenses and invite proposals from private waste haulers to determine if privatization of the sanitation function could generate a cost savings. A request for proposals is scheduled for release in October.

Administration officials also retained local architects to perform an assessment of the Police Department complex in order to develop a plan for renovation of the structure. A needs assessment for department operations was conducted along with a review of the structure itself. Visits to area public safety complexes in the state were also conducted to gain additional insight as to how those entities had addressed their departments' needs. Preliminary design plans are to be introduced to the City Council in November.

From a budgetary accounting point of view, the City's original General Fund budget for Fiscal Year 2013 totaled \$44,317,516 (exclusive of projected beginning cash at October 1, 2012 of \$4,600,000). The final revenue budget totaled to \$47,378,294 with actual revenue collections totaling to \$46,561,944 (98.5% realized). Amendments to the General Fund revenue budget included increases of \$3,057,778 for federal and state grant funds, an adjustment for sales tax revenue, and an adjustment for insurance proceeds resulting from tornado damage to City facilities.

The original FY 2013 General Fund total budget for expenditures was \$46,649,557 and the final amended total was \$51,011,188. Actual expenditures totaled to \$44,844,603 (87.9% of budget expended). The unexpended budget total of \$6,166,585 is attributable to unexpended personnel costs for some unfilled positions, including those police officers on active military status, unexpended grant funds for various projects, and unexpended funds for capital purchases which were not completed prior to the end of the fiscal year.

Budgets for other governmental funds were amended to adjust projected beginning fund balances to actual balances on hand at the beginning of the fiscal year. Amendments to budgeted expenditures for other governmental funds included completion of water and sewer bond projects, water plant renovation, dredging of the south lagoon, and continuing street improvements such as sidewalk improvements, bike lanes, traffic signal upgrades, 4th Street, and Longleaf Trace.

Most of the other amendments to the expenditure budgets were either routine in nature or were adjustments directly tied to grant programs. Budgets are typically amended three to four times each year with the Council members being provided with appropriate supporting documentation pertaining to the proposed amended budgets. All recommendations for budget amendments are compiled by the City's Chief Financial Officer and reviewed by the Mayor and the City Clerk prior to submission to the City Council. The City Council members typically review proposed budget amendments prior to their inclusion on an agenda for approval at a City Council Meeting, and final adjustments to the compilation are made as a result of this review process. Pursuant to legal requirements, cumulative amendments of more than 10% to the original expenditure budgets are published in the local newspaper. The City does not allow budget changes that modify adopted line items within departments without council approval.

Capital Assets and General Long-Term Obligations

Capital Assets

Table 3 provides an overview of the City's Capital Assets net of accumulated depreciation:

Table 3
Capital Assets (Net of Depreciation)

	2013	2012
Land and construction in progress	\$ 20,653,436	\$ 16,337,376
Buildings and improvements	22,085,139	20,802,225
Infrastructure	188,002,688	175,855,747
Machinery and equipment	8,456,636	9,075,804
Total	\$ 239,197,899	\$ 222,071,152

The increase in the "Land and construction in progress" category is the result of ongoing water and sewer improvements, water plant renovation, and acquisition of land in connection with the 4th Street widening and Long Leaf Trace extension. The increase to Building and Improvements is due in part to repairs to one of the community centers which suffered tornado damage. The increases to Infrastructure and Machinery and Equipment are the result of water and sewer system improvements and purchase of capital equipment.

General Long-Term Debt Obligations

At September 30, 2013, the City of Hattiesburg had \$19,013,158 in outstanding General Obligation Bonds subject to the City's overall general obligation debt limitations. The City's overall legal debt margin at September 30, 2012 was calculated to be \$41,526,630, and this number is based on the city's most current property tax rolls in conjunction with existing general obligation debt. In addition to traditional general obligation debt, certain debt issues are secured by tax interceptor agreements with the State of Mississippi. Tax Increment Financing Bonds are secured by the incremental increase in property taxes at various taxing districts. The City has opted to maintain a margin of at least \$10 million as a matter of policy. Table 4 summarizes the total outstanding long-term debt obligations of the City.

(See Table on Next Page)

Table 4
Outstanding Bonds, Notes and Long-Term Obligations at Year End

	2013	2012
<i>Governmental Funds</i>		
General Obligation Bonds	\$ 16,507,431	\$ 19,398,158
Economic Development Bonds and Notes	3,410,136	3,919,785
Tax Increment Financing Bonds	6,300,000	6,990,000
Equipment Leases	4,024,740	5,688,108
Subtotal governmental funds	30,242,307	35,996,051
<i>Proprietary Fund</i>		
Water and Sewer Revenue Bonds	22,465,000	24,385,000
Unamortized Bond Premium	402,325	423,500
Water and Sewer General Obligation Bonds and Notes	12,195,000	9,730,000
State Revolving Loan Funds	1,458,857	1,817,661
Subtotal proprietary fund	36,521,182	36,356,161
Compensated Absences	1,581,704	1,599,928
Total Long-Term Obligations	\$ 68,345,193	\$ 73,952,140

A general obligation note in the amount of \$3,000,000 was secured in 2013 to pay for additional dredging at the south lagoon. Another revenue bond issue for water and sewer improvements is planned for FY 2014 in the amount of \$28,000,000. A portion of the bond proceeds will be used to repay the general obligation note secured for lagoon dredging.

The compensated absences liability identified above refers to the current balance of what has been earned as a termination benefit that will be paid over time as people leave or retire.

Current Financial Related Activities:

Sales tax collections, a major source of revenue for the General Fund, have been a strong indicator of the local economy, showing an approximate 4% increase in FY 2013. The small but steady increase in sales tax revenue over the last couple of years has returned it nearly to the FY 2009 level. Economic changes at the national level trickle down to the local economy, and it appears that the current rate of growth will continue into FY 2014.

Property tax values did, in fact, increase from 2011 valuations, and this resulted in a 4.26% increase in property tax revenues for FY 2013. The real estate market in Hattiesburg saw an increase in activity during 2013, as the federal and local economy continued to improve. Low mortgage lending rates added impetus, and a decreasing supply of homes available for sale contributed to the increase in home values.

Contacting the City of Hattiesburg:

This financial report is designed to provide our citizens, taxpayers, creditors, and investors with a general overview of the City's finances and to show the City's accountability for the money it receives. Copies of this report will be on file at both the Hattiesburg Library and the USM Library. If you have any questions about this report or need additional financial information, contact the City Clerk's Office at 601-545-4552.

FINANCIAL STATEMENTS

EXHIBIT A
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
September 30, 2013**

	PRIMARY	
	Governmental Activities	Business-type Activities
ASSETS		
Cash and cash equivalents	\$ 11,231,556	\$ 5,674,392
Cash with fiscal agent	-	1,391,719
Sales tax receivable	1,755,986	-
Property taxes receivable	16,340,349	-
Accounts receivable - Water and Sewer, net	-	863,666
Accounts receivable - Solid Waste Services	458,147	-
Intergovernmental receivable	2,017,402	758,956
Fines receivable, net	1,620,048	-
Other receivables	911,663	-
Internal balances	921,268	(921,268)
Notes receivable	4,233,532	-
Due from other agencies	7,311	-
Inventory - food and beverage	-	-
Inventory - gas and oil	30,950	-
Capital assets not being depreciated:		
Land and construction in progress	6,694,907	13,958,529
Capital assets, net of accumulated depreciation:		
Infrastructure	104,730,509	83,272,179
Buildings and improvements	21,963,179	121,960
Machinery and equipment	6,661,069	1,795,567
Total assets	179,577,876	106,915,700
DEFERRED OUTFLOWS OF RESOURCES		
Prepaid bond insurance	-	82,485
Total deferred outflows of resources	-	82,485

The notes to the financial statements are an integral part of this statement.

GOVERNMENT	
Total	Component Unit
\$ 16,905,948	\$ 3,917,579
1,391,719	-
1,755,986	396,829
16,340,349	-
863,666	-
458,147	-
2,776,358	12,994
1,620,048	-
911,663	53,613
-	-
4,233,532	-
7,311	24,679
-	50,331
30,950	-
20,653,436	3,060,491
188,002,688	-
22,085,139	12,059,059
8,456,636	272,770
<u>286,493,576</u>	<u>19,848,345</u>
82,485	-
<u>82,485</u>	<u>-</u>

EXHIBIT A
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
September 30, 2013**

	PRIMARY	
	Governmental Activities	Business-type Activities
LIABILITIES		
Accounts payable	\$ 924,679	\$ 615,094
Other liabilities	2,028,027	14,098
Due to other agencies	89,671	-
Accrued interest	294,819	194,418
Non-current liabilities:		
Portion due or payable within one year:		
General obligation bonds	2,662,431	560,000
Revenue bonds	-	1,565,000
Unamortized bond premium	-	21,175
Limited obligation tax increment financing bonds	660,000	-
Economic development limited obligation bonds and notes	394,966	-
General obligation notes payable	-	375,287
Capital leases	2,078,356	-
Compensated absences	237,256	-
Portion due or payable after one year:		
General obligation bonds	13,845,000	11,635,000
Revenue bonds	-	20,900,000
Unamortized bond premium	-	381,150
Limited obligation tax increment financing bonds	5,640,000	-
Economic development limited obligation bonds and notes	3,015,170	-
General obligation notes payable	-	1,083,570
Capital leases	1,946,384	-
Compensated absences	1,344,448	-
Customer meter deposits	-	1,101,326
Total liabilities	35,161,207	38,446,118
DEFERRED INFLOWS OF RESOURCES		
Unearned revenue - property taxes	16,185,000	-
Total deferred inflows of resources	16,185,000	-
NET POSITION		
Net investment in capital assets	114,040,889	62,627,053
Restricted for:		
Debt service	3,403,781	-
Capital projects	-	-
Unrestricted	10,786,999	5,925,014
Total net position	\$ 128,231,669	\$ 68,552,067

The notes to the financial statements are an integral part of this statement.

GOVERNMENT	
Total	Component Unit
\$ 1,539,773	\$ 736,935
2,042,125	81,676
89,671	49,602
489,237	-
3,222,431	-
1,565,000	-
21,175	-
660,000	-
394,966	-
375,287	-
2,078,356	11,579
237,256	-
25,480,000	-
20,900,000	-
381,150	-
5,640,000	-
3,015,170	-
1,083,570	-
1,946,384	6,754
1,344,448	-
1,101,326	-
<u>73,607,325</u>	<u>886,546</u>
16,185,000	-
<u>16,185,000</u>	<u>-</u>
176,667,942	15,373,987
3,403,781	111,544
<u>16,712,013</u>	<u>3,476,268</u>
<u>\$ 196,783,736</u>	<u>\$ 18,961,799</u>

EXHIBIT B

CITY OF HATTIESBURG, MISSISSIPPI

STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2013

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			Component Unit
		Fees, Fines and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			
					Governmental Activities	Business-type Activities	Total	
PRIMARY GOVERNMENT:								
Governmental Activities:								
General government	\$ 6,424,709	\$ -	\$ -	\$ -	\$ (6,424,709)		\$ (6,424,709)	
Public safety	22,162,945	2,142,161	749,790	264,086	(19,006,908)		(19,006,908)	
Public services	17,533,037	2,417,761	2,783,412	2,196,469	(10,135,395)		(10,135,395)	
Other services	1,751,307	-	125,996	468,708	(1,156,603)		(1,156,603)	
Mass transit	1,104,428	43,828	780,351	256,132	(24,117)		(24,117)	
Culture and recreation	4,636,434	50,634	-	286	(4,585,514)		(4,585,514)	
Human/social assistance	889,795	-	539,809	-	(349,986)		(349,986)	
Economic development	160,000	-	8,642	-	(151,358)		(151,358)	
Interest and fiscal charges	1,089,410	-	-	-	(1,089,410)		(1,089,410)	
Total governmental activities	55,752,065	4,654,384	4,988,000	3,185,681	(42,924,000)		(42,924,000)	
Business-Type Activities:								
Water and sewer system	12,178,164	14,811,137	-	3,152,032	-	\$ 5,785,005	5,785,005	
Total business-type activities	12,178,164	14,811,137	-	3,152,032	-	5,785,005	5,785,005	
Total primary government	\$ 67,930,229	\$ 19,465,521	\$ 4,988,000	\$ 6,337,713	(42,924,000)	5,785,005	(37,138,995)	
COMPONENT UNIT:								
Hattiesburg Convention Commission	\$ 7,295,257	\$ 1,906,576	\$ -	\$ -				\$ (5,388,681)
Total component unit	\$ 7,295,257	\$ 1,906,576	\$ -	\$ -				(5,388,681)
GENERAL REVENUES:								
Taxes:								
Property taxes, levied for general purposes					13,821,467	-	13,821,467	-
Property taxes, levied for debt service					3,706,798	-	3,706,798	-
Sales taxes					21,470,956	-	21,470,956	-
Franchise taxes and other licenses and permits					4,820,407	-	4,820,407	-
Special sales tax					125,124	-	125,124	4,619,521
Grants and contributions not restricted to specific programs					4,795	-	4,795	-
Unrestricted investment earnings					171,405	7,949	179,354	2,318
Other local sources					544,200	-	544,200	126,169
Miscellaneous					1,033,691	71,298	1,104,989	-
Gain (loss) on sale of assets					(15,116)	-	(15,116)	-
TRANSFERS:								
Transfers, component unit					473,106	-	473,106	(473,106)
Transfers, net					257,475	(257,475)	-	-
Total general revenues and transfers					46,414,308	(178,228)	46,236,080	4,274,902
CHANGE IN NET POSITION					3,490,308	5,606,777	9,097,085	(1,113,779)
NET POSITION - BEGINNING					123,238,893	62,831,150	186,070,043	21,325,216
Prior period adjustment					1,502,468	114,140	1,616,608	(1,249,638)
NET POSITION - BEGINNING, AS ADJUSTED					124,741,361	62,945,290	187,686,651	20,075,578
NET POSITION - ENDING					\$ 128,231,669	\$ 68,552,067	\$ 196,783,736	\$ 18,961,799

The notes to the financial statements are an integral part of this statement.

EXHIBIT C
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2013**

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 4,571,156	\$ 6,660,400	\$ 11,231,556
Sales tax receivable	1,755,986	-	1,755,986
Accounts receivable - solid waste services	184,379	-	184,379
Intergovernmental receivable	1,116,895	900,507	2,017,402
Fines receivable, net of allowance	1,620,048	-	1,620,048
Other receivables	900,220	22,988	923,208
Due from other funds	1,066,512	816,886	1,883,398
Property taxes receivable	12,512,656	3,827,693	16,340,349
Due from other agencies	7,311	-	7,311
Gas and oil inventory	30,950	-	30,950
Advances to other funds	300,000	-	300,000
Total assets	\$ 24,066,113	\$ 12,228,474	\$ 36,294,587
LIABILITIES			
Accounts payable	\$ 637,369	\$ 287,312	\$ 924,681
Due to other funds	679,899	282,231	962,130
Other liabilities	977,507	1,050,520	2,028,027
Due to other agencies	89,671	-	89,671
Advances from other funds	-	300,000	300,000
Total liabilities	2,384,446	1,920,063	4,304,509
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	12,385,000	3,800,000	16,185,000
Unavailable revenue - fines	1,620,048	-	1,620,048
Total deferred inflows of resources	14,005,048	3,800,000	17,805,048
FUND BALANCES			
Nonspendable:			
Inventories	30,950	-	30,950
Long-term interfund advance	300,000	-	300,000
Restricted:			
Fire protection	-	30,951	30,951
Street improvements and repairs	-	611,106	611,106
Law enforcement	-	215,249	215,249
Airport projects	-	264,625	264,625
Mass transit	-	304,614	304,614

EXHIBIT C
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2013**

	<u>General Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<i>FUND BALANCES (Cont.)</i>			
Restricted: (Cont.)			
Debt service	\$ -	\$ 3,403,781	\$ 3,403,781
Parks and recreation projects	-	257,395	257,395
Committed:			
Parks and recreation	-	576,971	576,971
Fire protection	-	855,318	855,318
Street improvements and repairs	-	3,629	3,629
Law enforcement	-	30,332	30,332
Assigned:			
General government	193,304	-	193,304
Public safety	88,248	-	88,248
Public services	366,844	-	366,844
Other services	72,583	-	72,583
Unassigned	<u>6,624,690</u>	<u>(45,560)</u>	<u>6,579,130</u>
Total fund balances	<u>7,676,619</u>	<u>6,508,411</u>	<u>14,185,030</u>
 <i>Total liabilities, deferred inflows of resources, and fund balances</i>	 <u>\$ 24,066,113</u>	 <u>\$ 12,228,474</u>	 <u>\$ 36,294,587</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT C.1
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
September 30, 2013**

Total *fund balances* for governmental funds (Exhibit C) \$ 14,185,030

Total *net position* reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	\$ 3,621,214	
Construction in progress	3,073,693	
Infrastructure, net of \$75,240,382 accumulated depreciation	104,730,509	
Buildings and improvements, net of \$21,503,293 accumulated depreciation	21,963,179	
Machinery and equipment, net of \$25,683,008 accumulated depreciation	<u>6,661,069</u>	
Total capital assets		140,049,664

Other long-term assets are not available to pay for current period expenditures and therefore are reported as deferred revenue in the funds. 1,620,048

Fiduciary funds are not included in the government-wide statements, therefore internal balances attributed to those funds are not included. (11,545)

Receivables not received within thirty days of year end are not reported in the funds. 273,770

Other long-term assets are not available to pay for current period expenditures and therefore are not reported in the funds. 4,233,532

The notes to the financial statements are an integral part of this statement.

EXHIBIT C.1
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
September 30, 2013**

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in the governmental funds, but rather is recognized as an expenditure when due. All liabilities – both current and long-term – are reported in the statement of net position.

Balances for these liabilities at September 30, 2013 are:

Accrued interest on bonds and notes		\$ (294,819)
General obligation bonds	\$ (16,507,431)	
Limited obligation tax increment financing bonds	(6,300,000)	
Limited obligation economic development bonds and notes	(3,410,136)	
Capital leases	(4,024,740)	
Compensated absences	(1,581,704)	
Total long-term liabilities		<u>(31,824,011)</u>

Total <i>net position</i> of governmental activities (Exhibit A)	<u><u>\$ 128,231,669</u></u>
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EXHIBIT D
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2013**

	General Fund	Other Governmental Funds	Total Governmental Funds
REVENUES			
General property taxes	\$ 12,431,389	\$ 4,734,778	\$ 17,166,167
Sales tax collections	21,470,956	-	21,470,956
Other taxes	31,287	-	31,287
Licenses and permits	4,526,547	-	4,526,547
Fines, forfeitures and penalties	1,717,456	69,504	1,786,960
Interest, rents and concessions	108,884	49,226	158,110
Intergovernmental	2,028,926	6,451,983	8,480,909
Charges for services	2,387,726	198,791	2,586,517
Other revenues	229,295	1,179,675	1,408,970
Total revenues	44,932,466	12,683,957	57,616,423
EXPENDITURES			
Current:			
General government	6,227,218	-	6,227,218
Public safety	21,197,343	235,797	21,433,140
Public services	11,378,948	4,301,448	15,680,396
Other services	1,506,375	636,630	2,143,005
Mass transit	-	1,110,275	1,110,275
Culture and recreation	-	4,512,676	4,512,676
Human/social assistance	152,293	718,030	870,323
Economic development	160,000	-	160,000
Debt service:			
Principal payments	1,628,555	4,125,189	5,753,744
Interest and fiscal charges	176,630	977,009	1,153,639
Total expenditures	42,427,362	16,617,054	59,044,416
Excess (deficiency) of revenues over expenditures	2,505,104	(3,933,097)	(1,427,993)

EXHIBIT D
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2013

	General Fund	Other Governmental Funds	Total Governmental Funds
<i>OTHER FINANCING SOURCES (USES)</i>			
Transfers in	\$ 619,573	\$ 3,706,618	\$ 4,326,191
Transfers out	(3,307,234)	(49)	(3,307,283)
Other sources	110,921	8,571	119,492
<i>Total other financing sources (uses)</i>	<u>(2,576,740)</u>	<u>3,715,140</u>	<u>1,138,400</u>
<i>NET CHANGE IN FUND BALANCES</i>	(71,636)	(217,957)	(289,593)
Fund balances – beginning	7,748,255	6,925,747	14,674,002
Prior period adjustment	-	(199,379)	(199,379)
Fund balances – beginning, as adjusted	<u>7,748,255</u>	<u>6,726,368</u>	<u>14,474,623</u>
Fund balances – ending	<u><u>\$ 7,676,619</u></u>	<u><u>\$ 6,508,411</u></u>	<u><u>\$ 14,185,030</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT D.1
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2013**

Net change in *fund balances* - governmental funds (Exhibit D) \$ (289,593)

The change in *net position* reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense (\$9,187,163) exceeded capital outlays (\$7,116,421) in the current period. (2,070,742)

Intergovernmental revenue recognized on the full-accrual basis in the statement of activities is increased for revenues received thirty days after year end. (3,466)

Fine revenue deferred in the funds for the modified accrual basis during the current year decreased because prior year recognition would have been required on the Statement of Activities using the full-accrual basis of accounting. 203,292

Proceeds from the sale of capital assets (\$18,796) are reported in the governmental funds. However, in the statement of net position the loss is recorded (\$15,116). (33,912)

Proceeds from issuance of long-term debt are reported in the governmental funds. However, in the statement of net position a long-term liability is recorded. Repayments of long-term debt are reported as expenses in the governmental funds but are recorded against the liability in the statement of net position. The following adjustment combines the net changes for long-term debt:

Repayments:

To bond, note and lease holders	\$ 5,753,744	
Net adjustment for debt		5,753,744

EXHIBIT D.1
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2013**

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. The following adjustments combine the net changes of the two balances:

Compensated absences	\$ 18,224	
Accrued interest on bonds and notes	<u>64,229</u>	
Combined adjustment		\$ 82,453
Governmental funds report annual note repayment received (\$308,344) as the installment receipt of the sale of real estate. In the statement of activities, only the portion of these payments attributable to interest is reported as interest revenue (\$156,876).		<u>(151,468)</u>
Change in <i>net position</i> of governmental activities (Exhibit B)		<u><u>\$ 3,490,308</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT E
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
Proprietary Fund
September 30, 2013**

	Combined Water & Sewer System
<i>CURRENT ASSETS</i>	
Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	1,391,719
Accounts receivable - trade (net of allowance for doubtful accounts of \$1,593,037)	863,666
Grants receivable	758,956
Total current assets	<u>8,688,733</u>
<i>CAPITAL ASSETS</i>	
Land	315,243
Construction in progress	13,643,286
Infrastructure, net	83,272,179
Buildings and improvements, net	121,960
Machinery and equipment, net	1,795,567
Total capital assets	<u>99,148,235</u>
<i>Total assets</i>	<u>107,836,968</u>
<i>DEFERRED OUTFLOW OF RESOURCES</i>	
Prepaid bond insurance	<u>82,485</u>
<i>CURRENT LIABILITIES</i>	
Due to other funds	921,268
Sales tax payable	14,098
Accounts payable - trash hauling	184,379
Accounts payable - other	430,715
Accrued interest payable	194,418
Unamortized bond premium - current	21,175
Revenue bonds - current	1,565,000
General obligation bonds - current	560,000
General obligation note payable - current	375,287
Total current liabilities	<u>4,266,340</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT E
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Net Position
Proprietary Fund
September 30, 2013**

	Combined Water & Sewer System
<i>NON-CURRENT LIABILITIES</i>	
Revenue bonds	\$ 20,900,000
General obligation bonds	11,635,000
General obligation note payable	1,083,570
Unamortized bond premium	381,150
Customer meter deposits	1,101,326
Total non-current liabilities	35,101,046
<i>Total liabilities</i>	39,367,386
<i>NET POSITION</i>	
Net investment in capital assets	62,627,053
Unrestricted	5,925,014
Total net position	\$ 68,552,067

The notes to the financial statements are an integral part of this statement.

EXHIBIT F

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Revenues, Expenses, and Changes In Net Position
Proprietary Fund
Year Ended September 30, 2013**

	Combined Water & Sewer System
OPERATING REVENUES	
Water charges	\$ 6,897,929
Sewer charges	7,581,870
Sewer connections	15,615
Turn-on fees	69,170
Taps	246,553
Total operating revenues	<u>14,811,137</u>
OPERATING EXPENSES	
Personal services	2,308,096
Other services and charges	5,320,682
Supplies and expenses	937,776
Depreciation	1,967,810
Other operating expenses	222,051
Total operating expenses	<u>10,756,415</u>
OPERATING INCOME	<u>4,054,722</u>
NON-OPERATING REVENUES (EXPENSES)	
Interest revenue	7,949
Interest expense	(1,421,749)
Other revenues	71,298
Total non-operating revenues (expenses)	<u>(1,342,502)</u>
INCOME BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	<u>2,712,220</u>
Intergovernmental capital contributions	3,152,032
Transfers out	<u>(257,475)</u>
CHANGE IN NET POSITION	<u>5,606,777</u>
NET POSITION - beginning	62,831,150
Prior period adjustment	114,140
NET POSITION - beginning, as adjusted	<u>62,945,290</u>
NET POSITION - ending	<u><u>\$ 68,552,067</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT G
PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2013**

	Combined Water & Sewer System
<i>CASH FLOWS FROM OPERATING ACTIVITIES:</i>	
Receipts from customers	\$ 15,284,357
Payments to suppliers and service providers	(6,006,271)
Payments to employees for salaries and benefits	(2,308,096)
Net cash provided by operating activities	<u>6,969,990</u>
<i>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</i>	
Other cash receipts	71,298
Transfers to other funds	(257,475)
Net cash used by noncapital financing activities	<u>(186,177)</u>
<i>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</i>	
Principal payments - bonds	(2,455,000)
Principal payments - notes	(358,805)
Intergovernmental cash receipts	3,265,784
Acquisition and construction of capital assets	(18,489,413)
Proceeds from general obligation bonds	3,000,000
Interest paid on capital debt	(1,340,365)
Net cash used by capital and related financing activities	<u>(16,377,799)</u>
<i>CASH FLOWS FROM INVESTING ACTIVITIES:</i>	
Interest income	7,949
Net cash provided by investing activities	<u>7,949</u>
<i>NET DECREASE IN CASH AND CASH EQUIVALENTS</i>	(9,586,037)
<i>CASH AND CASH EQUIVALENTS - Beginning</i>	<u>16,652,148</u>
<i>CASH AND CASH EQUIVALENTS - Ending</i>	<u>\$ 7,066,111</u>
Displayed on Exhibit E as:	
Cash and cash equivalents	\$ 5,674,392
Cash with fiscal agent	<u>1,391,719</u>
	<u>\$ 7,066,111</u>

EXHIBIT G
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2013**

	<u>Combined Water & Sewer System</u>
<i>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</i>	
<i>OPERATING INCOME</i>	\$ 4,054,722
<i>ADJUSTMENTS TO RECONCILE OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</i>	
Depreciation expense	1,967,810
Changes in assets and liabilities:	
(Increase) in accounts receivable	423,692
(Increase) in prepaid insurance - bonds	4,341
(Decrease) in accounts payable - trash hauling	5,595
Increase in accounts payable - other	89,168
Increase in customer meter deposits	48,452
(Decrease) in sales tax payable	1,076
Increase in amount due to governmental funds	375,134
Total adjustments	<u>2,915,268</u>
<i>NET CASH PROVIDED BY OPERATING ACTIVITIES</i>	<u><u>\$ 6,969,990</u></u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT H

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Fiduciary Net Position
Fiduciary Funds
September 30, 2013**

	Police/Fireman Disability & Relief Pension Trust Fund	Agency Funds
ASSETS		
Cash and cash equivalents	\$ 77,922	\$ 2,193,621
Cash and investments with fiscal agent	21,093,740	325,992
Property taxes and fees receivable	11,143	-
Sales tax receivable	-	418,331
Total assets	<u>21,182,805</u>	<u>\$ 2,937,944</u>
LIABILITIES		
Employee contributions payable	-	354,607
Due to other agencies	-	1,719,238
Other liabilities	-	32,652
Amounts held in custody for others	-	831,447
Total liabilities	<u>-</u>	<u>\$ 2,937,944</u>
NET POSITION		
Net position restricted for pension benefits	<u>\$ 21,182,805</u>	

The notes to the financial statements are an integral part of this statement.

EXHIBIT I

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Changes in Fiduciary Net Position
Fiduciary Funds
Year Ended September 30, 2013**

	<u>Police/Fireman Disability & Relief Pension Trust Fund</u>
<i>ADDITIONS</i>	
Contributions:	
Plan members	\$ 14,819
Total contributions	<u>14,819</u>
Property tax levy	1,585,463
Investment earnings	<u>2,584,768</u>
Total additions	<u>4,185,050</u>
<i>DEDUCTIONS</i>	
Benefits	3,326,782
Administrative expenses	<u>78,139</u>
Total deductions	<u>3,404,921</u>
<i>CHANGE IN NET POSITION</i>	780,129
<i>NET POSITION - beginning</i>	<u>20,402,676</u>
<i>NET POSITION - ending</i>	<u>\$ 21,182,805</u>

The notes to the financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General Information

The City of Hattiesburg, Mississippi (the City) was incorporated in 1884 under the laws of the State of Mississippi and presently operates under a Mayor/Council form of government. It is the third largest municipality in the state with nearly 50,000 residents. The policy-making and legislative authority, as well as budgetary responsibilities, are vested with the City Council. The following services are provided by the City: Public safety (Police, Fire, and Code Enforcement), Public Works, Engineering, Solid Waste Collection, Water and Sewer, Social and Recreational, Mass Transit, Federal Programs, Urban Development, and General Administrative Services.

The accounting and reporting framework and the more significant accounting policies and practices are discussed in subsequent sections of this Note. The remainder of the notes are organized to provide explanations, including required disclosures, of the City's financial activities.

B. Reporting Entity

The City is a charter city in which citizens elect the mayor at large and five council members by wards. The accompanying financial statements present the City's primary government and its component unit, an entity for which the government is considered to be financially accountable. The discretely presented component unit is reported in a separate column in the government-wide financial statements (see note below for description) to emphasize that it is legally separate from the government.

Discretely presented component unit - The Hattiesburg Convention Commission (the Commission) is composed of a seven member board whose members are appointed by the Hattiesburg City Council. The purpose of the Commission is to promote conventions and tourism. The Commission has the authority over all matters relating to the establishment, development, construction, furnishing, and equipping of convention and tourism related facilities. The Commission is primarily funded by a 2% sales tax on local food, beverage, and alcoholic beverage package retailer permits. The Commission is presented as a governmental fund type. Pursuant to component unit criteria guidelines prescribed in GASB 61 "The Financial Reporting Entity", the convention commission is presented as a discretely presented component unit based upon the budgetary oversight provided by the city in conjunction with other related criteria including, but not limited to, the city's ability to make board appointments and, the convention commission's status as a legally separate entity.

A separate financial statement of the Commission can be obtained by contacting the Hattiesburg Convention Commission, 1 Convention Center Plaza, Hattiesburg, Mississippi 39401.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE TWO

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

C. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component unit. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from a certain legally separate *component unit* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The major individual governmental fund and the major individual enterprise fund are reported as separate columns in the fund financial statements. Internal activities, including interfund transfers and due to/due from balances attributable to governmental activities have been eliminated for government-wide financial statement presentation purposes.

D. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE THREE

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Governmental fund financial statements are reported using the current *financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within thirty (30) days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental fund:

General Fund - The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. Activities accounted for in the general fund include police and fire protection, public services, general government, sanitation, city courts, urban development, and other services.

The City reports the following major proprietary fund:

Combined Water and Sewer System Fund - The *Combined Water and Sewer System Fund* accounts for the activities of the water and sewer system. The City operates the sewage treatment plant, sewage pumping stations and collection systems, and the water distribution system.

Additionally, the City reports the following fund types:

Police/Fireman Disability and Relief Pension Trust Fund - The *Police/Fireman Disability and Relief Pension Trust Fund* is used to account for resources legally held in trust for use by the City's uniformed police officers and firefighters that were employed prior to July 1, 1987. This fund provides retirement and disability benefits and death benefits to plan members and beneficiaries.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE FOUR

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Agency Funds - The City's agency funds account for employee payroll tax withholdings, initial tax deposits from the county tax collectors, initial special sales tax receipts, and the Forrest County Industrial Park Commission's fund.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the *option* of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's water and sewer function and various other functions of the government. Elimination of these charges would distort costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

The proprietary fund distinguishes *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer system enterprise fund are charges to customers for sales and services. The water and sewer system also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE FIVE

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

E. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance

Deposits and investments

The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

To maximize interest earnings, the City's cash resources are combined to form a cash pool. Excluded from this pool is the cash of the Water and Sewer Fund, the 1999 Tax Increment Financing Bond and Interest and Construction Funds, the Water and Sewer USA Yeast Bond and Interest and Construction Funds, the Community Development Block Grant Fund for Entitlement and HOME Entitlement, the 2001 Bond Construction Fund, the 1998 Infrastructure Fund, the Group Insurance Trust Fund, the Series 2006 Water and Sewer Bond Funds, and certain other legally restricted funds.

Investments for the City and its component unit are reported at fair value.

Receivables and payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All sales, property tax, and notes receivables are considered collectible; therefore no reduction has been made for an allowance for these receivables. Fines receivable is reported net of allowance for uncollectible accounts in the amount of \$9,092,799 at September 30, 2013.

Customer accounts receivable in the enterprise fund are attributable to unpaid balances at year-end for charges for services. During fiscal year 2013, the City established a policy for estimating the allowance for doubtful water and sewer account balances. The allowance is based upon a 90% factor applied to balances five months and older.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE SIX

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Property taxes are levied annually as of October 1st on property values assessed as of the same date. Delinquent tax payments, received throughout the year, are recognized as revenue in the year received. All taxes are collected and remitted to the City on a monthly basis by Forrest and Lamar County governments. Property tax statements on real property are typically mailed in December each year with the taxes due annually on February 1st. Property taxes on vehicles are annually and become due throughout the year on based upon the month of acquisition.

Inventories and prepaid items

All inventories are valued at the lower of cost using the first-in/first-out (FIFO) method or market. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, street lights, sewer and water lines, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government, as well as the component unit, is depreciated using the straight line method over the following estimated useful lives:

Buildings and improvements	20 – 50 years
Infrastructure	18 – 50 years
Machinery and equipment	5 – 10 years

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE SEVEN

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Deferred outflows/inflows of resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports prepaid insurance on the Water & Sewer Revenue Bond in the government-wide and the proprietary statements of net position as a deferred outflow of resources. Bond insurance paid from debt proceeds as a credit enhancement feature with the bonds is deferred and amortized over the life of the bonds.

In addition to liabilities, the statement of net position or the governmental funds balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City reports property taxes levied for the next fiscal year as *unearned revenue* in the government-wide statement of net position. The governmental funds balance sheet reports *unavailable revenues* from two sources: property taxes and fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Compensated absences

It is the City's policy to permit employees to accumulate earned but unused vacation, sick pay, overtime, and holiday pay benefits. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service with the government. All vacation, overtime, and holiday pay is accrued when incurred in the government-wide fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-term obligations

In the government-wide financial statements and the proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE EIGHT

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

In the fund financial statements, governmental fund types recognize bond issuance costs during the current period. The face amount of debt is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as other services.

Net Position

The government-wide statement of net position presents financial information on all of the City's assets, liabilities, and deferred inflow/outflows of resources, with the difference reported as net position. This presentation was implemented during fiscal year 2012 pursuant to GASB Statement No. 63 *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position*. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back any unspent proceeds. Net position reported as restricted when there are limitations imposed on their use either through enabling creditors, grantors, or laws or regulations of other governments.

Fund balance policies

The City has implemented GASB Statement 54 *Fund Balance reporting and Governmental Fund Type Definitions*. This statement provides more clearly defined fund balance categories in order to more accurately report the nature and extent of the constraints placed on a government's fund balances. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance – amounts that are not in spendable form, such as inventories and prepaid items, or are legally or contractually required to remain intact.
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions, or by enabling legislation.
- Committed fund balance – amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority.
- Assigned fund balance – amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes.
- Unassigned fund balance – the residual amounts that are available for any purpose; positive amounts are reported only in the general fund.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE NINE

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The City Council (the City's highest level of decision-making authority) establishes (and modifies or rescinds) fund balance commitments by passage of resolutions that also establish the City's spending policy that prescribes that restricted fund balance amounts are to be spent first, followed by committed, assigned and, lastly, unassigned fund balances.

The City does not have a formal minimum fund balance policy; however, the State of Mississippi Code does not allow deficit fund balances. There are no individual funds reported with deficit fund balances.

F. Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. In August, the City's Chief Financial Officer submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Prior to September 15, the budget is legally enacted through the passage of an ordinance.
3. The City's Chief Financial Officer is authorized to transfer budgeted amounts within departments within the published expenditure categories; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.
4. All funds, with the exception of Trust and Agency Funds, are budgeted. (General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds are budgeted.) These budgets are prepared on a cash basis. The comparison of original and final budget to actual for the General Fund is presented in Schedule 1.

Each fund's appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Pursuant to the Mississippi State Department of Audit's prescribed format, expenditures are budgeted by department and class as follows: personal services, supplies, other services and charges, capital outlays, transfers, debt service. This constitutes the legal level of control. Expenditures may not exceed appropriations at this level. All budget revisions at this level are subject to final approval of the City Council. Cumulative increases to departmental expenditures in excess of 10% must also be published in the local newspaper.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE TEN

YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Encumbrance accounting is used for the General Fund, Special Revenue Funds, and Capital Projects Funds. Encumbrances are recorded when purchase orders are issued but are not considered expenditures until liabilities for payments are incurred. Encumbrances do not lapse at the close of the fiscal year but are carried forward. (If necessary, subsequent year budgets are amended to cover prior year encumbrances.)

G. Changes in Accounting Standards

The City implemented GASB Statement No. 62, Codification of Accounting. The provisions of these standards have been incorporated into the financial statements and the notes. Pursuant to GASB Statement No. 61 *The Financial Reporting Entity: Omnibus an amendment to GASB Statements No. 14 and No. 34*, the City's continued presentation of the Hattiesburg Convention Center as a discretely presented component unit was considered to be appropriate based upon the City's budgetary oversight in conjunction with other pertinent criteria, including board appointments and the Commission's status as a legally separate entity.

H. Other Information

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NOTE 2 - PRIOR PERIOD ADJUSTMENTS

A summary of prior period adjustments reflected on the City's financial exhibits is presented below:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO THE FINANCIAL STATEMENTS

PAGE ELEVEN

YEAR ENDED SEPTEMBER 30, 2013

NOTE 2 - PRIOR PERIOD ADJUSTMENTS (Cont.)

<u>Explanation</u>	<u>Amount</u>
Exhibit B (Governmental Activities)	
To adjust governmental capital assets	\$ 388,463
To adjust for capital asset previously reported as owned by component unit, net of accumulated depreciation	1,253,384
To adjust for health insurance claims liability	(199,379)
To adjust notes receivable balance	60,000
	<u>\$ 1,502,468</u>
Exhibit D	
To adjust for health insurance claims liability	<u>\$ (199,379)</u>
	<u>\$ (199,379)</u>
Exhibit B (Business-Type Activities) and Exhibit F	
To adjust water and sewer capital assets	\$ 1,067,951
To recognize allowance for doubtful accounts	(953,811)
	<u>\$ 114,140</u>

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits

The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC).

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE TWELVE

YEAR ENDED SEPTEMBER 30, 2013

NOTE 3 - DEPOSITS AND INVESTMENTS (Cont.)

The carrying amount of the City's deposits with financial institutions reported in the government-wide statements was \$16,905,948. The bank balance was \$19,780,187. The City's long standing, although not formally adopted, investment policy is based upon all bank accounts being fully collateralized (using the above-described procedures) and interest-bearing with rates updated on a quarterly basis and benchmarked using verifiable appropriate federal funds rates. Interest is calculated using average balances and recorded monthly.

Custodial Credit Risk - Deposits

Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the government's deposits may not be returned to it. The City and its component unit do not have a deposit policy for custodial credit risk. As of September 30, 2013, the City's bank balance was not exposed to custodial credit risk. The component unit has a repurchase agreement with a carrying value of \$211,506 that is not covered by FDIC.

Cash with Fiscal Agents

The carrying amount of the City's cash with fiscal agents held by financial institutions was \$1,391,719.

Investments

State statutes authorize local governments to invest in direct obligations of the U.S. Government and political subdivisions, repurchase agreements, and other instruments prescribed in the State Code.

The component unit holds an investment in an open repurchase agreement with Trustmark Bank that is collateralized by Fannie Mae securities. At September 30, 2013, the fair value of this investment was \$211,506.

Interest Rate Risk

The City and its component unit do not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk - Investments

State law limits investments to those prescribed as allowed in the State Code. The City and its component unit do not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE THIRTEEN

YEAR ENDED SEPTEMBER 30, 2013

NOTE 3 - DEPOSITS AND INVESTMENTS (Cont.)

Custodial Credit Risk - Investments

Custodial credit risk is defined as the risk that, in the event of a financial institution's failure, the government would not be able to recover the value of its investments. The City and its component unit do not have a formal investment policy that addresses custodial credit risk. As of September 30, 2013, the component unit's investment balance was not exposed to custodial credit risk.

NOTE 4 - NOTES RECEIVABLE

On June 8, 2010, the City Council authorized a purchase and sales agreement between the City and the Diocese of Biloxi for the sale of property located at 510 West Pine Street for the Sacred Heart Catholic Parish. Pursuant to the terms of this agreement, the City financed the purchase price of \$2,500,000 through the issuance of the City's General Obligation Pool Loan Refunding Bonds, Series 2010, to be repaid over 20 years with the final bonds maturing July 1, 2030. The Diocese executed a \$2,500,000 promissory note requiring annual payments not to exceed \$219,000 at an interest rate not to exceed 5.5% to coincide with the scheduled principal, interest and servicing fees attributable to the City's Series 2010 bonds. At September 30, 2013, the balance of this note receivable was \$2,295,000.

On July 24, 2012, the City Council authorized the second closing documents of the Hub City Lofts Downtown Development Project, HCL Leverage Lender LLC (formerly Hub City Lofts, LLC). These documents included a loan agreement and promissory note for \$2,000,000 to be repaid over 20 years, at a rate of 2% in monthly installments of \$10,118, commencing February 1, 2013 and continuing until February 1, 2033. This arrangement was executed pursuant to Katrina Supplemental CDBG Program grant agreements that resulted in loan funding for site acquisition for two historic downtown buildings, with monthly repayments required from the City to the Mississippi Development Authority (MDA). Under the terms of the loan agreement, HCL Leverage Lender LLC will remit the above-noted monthly payments to the City, and after the receipt of these payments, the City will in turn remit the resulting payments to MDA. At September 30, 2013, the balance of this note receivable was \$1,938,532.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
PAGE FOURTEEN
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2013, was as follows:

	Primary Government				Ending Balance
	Beginning Balance	Additions	Retirements	Adjustments	
Governmental Activities:					
Capital assets not being depreciated:					
Land	\$ 3,621,214	\$ -	\$ -	\$ -	\$ 3,621,214
Construction in progress	978,568	4,854,257	(2,759,132)	-	3,073,693
Total capital assets not being depreciated	4,599,782	4,854,257	(2,759,132)	-	6,694,907
Capital assets being depreciated:					
Buildings and improvements	40,652,942	1,418,459	-	1,395,071	43,466,472
Machinery and equipment	31,547,146	1,211,612	(644,421)	229,740	32,344,077
Infrastructure	177,579,666	2,391,225	-	-	179,970,891
Total capital assets being depreciated	249,779,754	5,021,296	(644,421)	1,624,811	255,781,440
Less accumulated depreciation for:					
Buildings and improvements	19,982,435	1,379,171	-	141,687	21,503,293
Machinery and equipment	23,958,080	2,494,160	(610,509)	(158,723)	25,683,008
Infrastructure	69,926,550	5,313,832	-	-	75,240,382
Total accumulated depreciated	113,867,065	9,187,163	(610,509)	(17,036)	122,426,683
Total capital assets being depreciated, net	135,912,689	(4,165,867)	(33,912)	1,641,847	133,354,757
Governmental activities capital assets, net	\$ 140,512,471	\$ 688,390	\$ (2,793,044)	\$ 1,641,847	\$ 140,049,664

Note: Adjustments represent the correction of errors in the depreciation schedule and inclusion of prior year infrastructure previously expensed.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 5 - CAPITAL ASSETS (Cont.)

	Primary Government			
	Beginning Balance	Additions	Retirements	Ending Balance
Business-type Activities:				
Capital assets not being depreciated:				
Land	\$ 315,243	\$ -	\$ -	\$ 315,243
Construction in progress	11,422,350	11,402,559	(9,181,623)	13,643,286
Total capital assets not being depreciated	11,737,593	11,402,559	(9,181,623)	13,958,529
Capital assets being depreciated:				
Buildings and improvements	321,108	-	-	321,108
Machinery and equipment	6,110,960	322,990	-	8,756,783
Infrastructure	84,875,793	15,945,487	-	101,411,040
Total capital assets being depreciated	91,307,861	16,268,477	-	110,488,931
Less accumulated depreciation for:				
Buildings and improvements	189,390	9,758	-	199,148
Machinery and equipment	4,624,222	492,351	-	6,961,215
Infrastructure	16,673,162	1,465,700	-	18,138,862
Total accumulated depreciation	21,486,774	1,967,809	-	25,299,225
Total capital assets being depreciated, net	69,821,087	14,300,668	-	85,189,706
Business-type activities capital assets, net	\$ 81,558,680	\$ 25,703,227	\$ (9,181,623)	\$ 99,148,235

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

PAGE SIXTEEN

YEAR ENDED SEPTEMBER 30, 2013

NOTE 5 - CAPITAL ASSETS (Cont.)

Depreciation expense was charged to the functions/programs of the governmental activities of the primary government as follows:

Governmental Activities:

General government	\$ 642,217
Public safety	1,199,588
Public works – which includes the depreciation of infrastructure assets	6,372,068
Health and welfare	19,472
Other services	224,842
Culture and recreation	493,067
Mass transit	235,909

Total depreciation expense - governmental activities	\$ 9,187,163
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NOTE 6 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Balances due to/from the various City funds at September 30, 2013, consist of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General fund	Nonmajor governmental fund	\$ 210,144
General fund	Combined water and sewer system	856,368
Nonmajor governmental fund	Nonmajor governmental fund	72,086
Nonmajor governmental fund	Combined water and sewer system	64,900
Nonmajor governmental fund	General fund	679,900
Total		\$ 1,883,398

The outstanding balances between funds result mainly from the time lag between the dates that goods and services are provided or reimbursable expenditures occur. These balances are expected to be collected within one year.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 6 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (Cont.)

Advances to/from other funds for governmental funds at September 30, 2013, consist of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General fund	Nonmajor governmental fund	<u>\$ 300,000</u>

The amount payable to the General fund from the nonmajor governmental fund is attributable to working capital loans made to the Community Development Block Grant fund. None of the balance shown is scheduled to be collected in the subsequent year.

The composition of interfund transfers for the year ended September 30, 2013, is as follows:

<u>Transfers out:</u>	<u>Transfers In:</u>		
	<u>General Fund</u>	<u>Nonmajor Governmental</u>	<u>Total</u>
General fund	\$ -	\$ 3,307,234	\$ 3,307,234
Nonmajor governmental funds	362,098	399,384	761,482
Combined water and sewer system	257,475	-	257,475
Total	<u>\$ 619,573</u>	<u>\$ 3,706,618</u>	<u>\$ 4,326,191</u>

Interfund transfers are authorized components of the budget and are typically the result of special revenue or debt service funds requiring additional financing sources for budgetary purposes.

NOTE 7 - AD VALOREM TAXES LEVIED FOR OTHER GOVERNMENTAL ENTITIES

Section 35-57-1 et seq., Mississippi Code 1972, requires that the City levy and collect all taxes for and on behalf of the municipal separate school district. Section 39-3-7, Mississippi Code 1972, authorizes the City to levy and collect a tax not in excess of three mills for the support of any public library system located within the municipality.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 7 - AD VALOREM TAXES LEVIED FOR OTHER GOVERNMENTAL ENTITIES (Cont.)

For the reported fiscal year, the following ad valorem tax levies were made in accordance with the applicable statutory requirements and authorizations:

<u>Entity/Purpose of Levy</u>	<u>Applicable State Law</u>	<u>Mills Levied</u>
School District:		
Operational Support	37-57-105	58.50
School Bonded Indebtedness	37-59-23	7.73
Library (support, upkeep and maintenance of Hattiesburg Public Library System)	39-3-7	1.95

NOTE 8 - CLAIMS AND JUDGMENTS

The City provides employee health and accident coverage through a self-insurance program that utilizes a plan administrator as its claims-servicing organization with the City retaining the risk of loss on all claims to which the City is exposed. Premium payments into the plan are established as a part of the City's budgetary process. Actuarial recommendations are provided by the plan administrator, but the City has opted to set premium rates for individual and family coverage at somewhat lower levels, with supplemental transfers into the City's Group Insurance Fund from payroll budgets into the self-insurance special revenue fund being remitted when necessary based upon the claims paid during the fiscal year. The City has reinsurance which functions on two separate stop loss coverages: specific and aggregate, and these coverages are provided by an outside commercial carrier. For the fiscal year 2013, the specific coverage begins when an individual participant's claim exceeds \$100,000, and the aggregate policy covers all submitted claims in excess of 125% of expected claims. Claims expenses and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The following table provides changes in the balances of claims liabilities for fiscal year 2013:

	2013
Unpaid claims, beginning of fiscal year	\$ -
Plus: Incurred claims (including IBNRs)	4,091,692
Less: Claims payments	(3,095,490)
Unpaid claims, end of fiscal year	<u><u>\$ 996,202</u></u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 8 - CLAIMS AND JUDGMENTS (Cont.)

Cash on deposit in the Group Insurance Fund at year end was \$181,583. Based upon the above projection of net unpaid claims in excess of cash on deposit, interfund receivables from the respective operating funds were recognized at year end in this fund.

NOTE 9 - LEASE OBLIGATIONS

The City has entered into various lease agreements as lessee for financing equipment purchases. The equipment has useful lives ranging from four to ten years. For fiscal year 2013, the assets recorded under capital leases are as follows:

Governmental Activities:	
Machinery and equipment	\$ 9,283,668
Accumulated depreciation	<u>(6,695,497)</u>
Total	<u>\$ 2,588,171</u>

These leases qualify as capital leases for accounting purposes and therefore, have been recorded at the present value of future minimum lease payments as of the inception date. The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2013 are as follows:

<u>Year ending September 30</u>	<u>Governmental Activities</u>
2014	\$ 2,195,329
2015	951,792
2016	785,012
2017	172,087
2018	<u>143,407</u>
Total minimum lease payments	4,247,627
Less: amount representing interest	<u>(222,887)</u>
Present value of minimum lease payments	<u>\$ 4,024,740</u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES

General Obligation Bonds and Notes

The City issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and notes are direct obligations and pledge the full faith and credit of the City and have been issued for both governmental and business-type activities. Notes are generally issued with a five-year maturity. The City has no special assessment bonds or anticipation notes at September 30, 2013. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 10 to 20 years. General obligation notes and bonds outstanding at September 30, 2013 are as follows:

General Obligation Bonds and Notes

Governmental Activities:	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/13
Public Improvements	2007	\$ 6,025,000	4.00%	2018	\$ 3,290,000
Public Improvements	2009	3,000,000	2.98%	2013	327,431
Public Improvements	2009	6,575,000	3.00%	2016	2,780,000
Public Improvements	2009	9,950,000	2.00-3.00%	2021	7,815,000
Public Improvements	2010	2,560,000	6.00%	2030	2,295,000
					<u>\$ 16,507,431</u>
Business-type Activities:					
Public Improvements	2009	\$ 7,500,000	3.00 - 3.80%	2024	\$ 5,955,000
Public Improvements	2010	3,600,000	2.60 - 3.70%	2030	3,240,000
Public Improvements	2013	3,000,000	1.38%	2018	3,000,000
					<u>\$ 12,195,000</u>

Limited Obligation Economic Development Bonds and Notes

The City also has issued limited obligation debt for economic development purposes that is repaid from revenues pledged under the terms of the respective contractual agreements made pursuant to the authorization for these projects by the governing authorities. These limited obligation bonds and notes are generally issued with essentially level annual principal and interest payments with maturities that range from 10 to 20 years. Limited obligation notes and bonds outstanding at September 30, 2013 are as follows:

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CITY OF HATTIESBURG, MISSISSIPPI

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Economic Development Limited Obligation Bonds and Notes

<u>Governmental Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/13</u>
Kohler Exempt G.O. Bond	1998	\$ 5,500,000	0.00%	2017	\$ 1,160,000
MDB Limited Obligation Bonds (Church)	2009	2,937,000	2.90 - 6.00%*	2030	311,604
Hub City Lofts	2012	2,000,000	2.00%	2033	1,938,532
					<u>\$ 3,410,136</u>

*Variable rate for MDB debt is adjusted weekly using the SIFMA Muni-Index plus 1.2%.

Limited Obligation Tax Increment Financing (TIF) Bonds

Tax increment financing (TIF) bonds are issued by the City to provide funds for the acquisition and construction of infrastructure and related improvements in conjunction with commercial development projects. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 10 to 20 years. These bonds are secured by the payment of the incremental increase in City property taxes from each project's TIF taxing district as authorized under the TIF plan document approved by the governing authorities. These bonds may also be secured by county participation as authorized by executed interlocal agreements pledging incremental increase in county property taxes in the TIF taxing district. Limited obligation TIF bonds outstanding at September 30, 2013 are as follows:

Limited Obligation TIF Bonds

<u>Governmental Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/13</u>
Walmart	1999	\$ 900,000	5.00 - 5.75%	2014	\$ 120,000
Chauvet Square	2003	1,100,000	4.50 - 5.35%	2023	720,000
Home Depot	2004	700,000	4.12%	2014	165,000
Chauvet Square	2007	1,400,000	4.50%	2027	1,220,000
Turtle Crossing	2007	4,100,000	4.35%	2021	2,705,000
Lincoln Center	2008	610,000	4.00%	2023	450,000
Turtle Creek Crossing	2011	400,000	5.68%	2025	340,000
Kohls	2012	715,000	5.00%	2021	580,000
					<u>\$ 6,300,000</u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Business-type Activities (Water and Sewer) Revenue Bonds

The City issues water and sewer revenue bonds to provide funds for the acquisition and construction of water and sewer system infrastructure and related improvements. These bonds are secured by water and sewer operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important net revenue calculation and parity debt requirements. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 15 to 20 years. Revenue bonds outstanding at September 30, 2013 are as follows:

Revenue Bonds

<u>Business-type Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/13</u>
W&S Refunding Bonds	2006	\$ 17,000,000	4.00 - 5.00%	2021	\$ 10,440,000
W&S Revenue Project	2012	12,500,000	2.50 - 5.00%	2032	<u>12,025,000</u>
					<u>\$ 22,465,000</u>

Business-type Activities (Water and Sewer) State Revolving Loan Fund (SRF) Notes

In addition to water and sewer revenue bonds, the City has utilized three State Revolving Loan Fund (SRF) program to provide funds for qualified sewer projects pursuant to the State of Mississippi's SRF program. Monthly principal and interest payments for the repayment of these notes is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from monthly operating sewer system revenues as authorized by the City's budget document. The SRF notes outstanding at September 30, 2013 are as follows:

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CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

State Revolving Loan Funds

<u>Business-type Activities:</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/2012</u>
SRF #1	1987	\$ 2,191,243	4.50%	2016	\$ 457,461
SRF #2	1987	2,165,672	4.50%	2017	537,064
SRF #3	1989	1,268,863	4.50%	2019	464,332
					<u>\$ 1,458,857</u>

Compensated Absences

Vested or accumulated vacation leave, holiday leave, and accrued overtime that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts of vested or accumulated vacation leave, holiday leave, and accrued overtime that are not expected to be liquidated with expendable available financial resources are reported as noncurrent liabilities. In accordance with the provisions of ASC 710-10-20, *Compensation*, no liability is recorded for nonvesting accumulating rights to receive sick pay benefits. Compensated absences at September 30, 2013 are as follows:

Accrued vacation pay	\$ 1,521,427
Accrued overtime pay	4,395
Accrued holiday pay	<u>55,882</u>
Total	<u><u>\$ 1,581,704</u></u>

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Changes in Long-Term Liabilities

Changes in the City's long-term liabilities for the year ended September 30, 2013 are as follows:

<i>Governmental Activities:</i>	Balance September 30, 2012	Additions	Reductions	Balance September 30, 2013	Due Within One Year
Bonds and notes payable					
General obligation bonds and notes	\$ 19,398,158	\$ -	\$ (2,890,727)	\$ 16,507,431	\$ 2,662,431
Limited obligation TIF bonds	6,990,000	-	(690,000)	6,300,000	660,000
Economic development limited obligation bonds and notes	3,919,785	-	(509,649)	3,410,136	394,966
Total bonds and notes payable	30,307,943	-	(4,090,376)	26,217,567	3,717,397
Capital leases	5,688,108	-	(1,663,368)	4,024,740	2,078,356
Compensated absences	1,599,928	-	(18,224)	1,581,704	237,256
<i>Governmental activities long-term liabilities</i>	\$ 37,595,979	\$ -	\$ (5,771,968)	\$ 31,824,011	\$ 6,033,009
<i>Business-type Activities:</i>	Balance September 30, 2012	Additions	Reductions	Balance September 30, 2013	Due Within One Year
Bonds and notes payable					
General obligation bonds and notes	\$ 9,730,000	\$ 3,000,000	\$ (535,000)	\$ 12,195,000	\$ 560,000
Revenue bonds	24,385,000	-	(1,920,000)	22,465,000	1,565,000
State revolving loan funds	1,817,662	-	(358,805)	1,458,857	375,287
Premium	423,500	-	(21,175)	402,325	21,175
Total bonds and notes payable	36,356,162	3,000,000	(2,834,980)	36,521,182	2,521,462
<i>Business-type activities long-term liabilities</i>	\$ 36,356,162	\$ 3,000,000	\$ (2,834,980)	\$ 36,521,182	\$ 2,521,462

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

The debt service requirements for the City's bonds and notes are as follows:

Governmental Activities:

Year ending September 30,	G.O. Bonds and Notes		Limited Obligation TIF Bonds	
	Principal	Interest	Principal	Interest
2014	\$ 2,662,431	\$ 518,731	\$ 660,000	\$ 287,264
2015	2,430,000	442,999	690,000	256,965
2016	2,515,000	367,388	560,000	227,127
2017	1,620,000	301,388	580,000	201,501
2018	1,680,000	246,656	615,000	174,829
2019-2023	4,400,000	696,344	2,455,000	449,163
2024-2028	805,000	268,244	740,000	83,910
2029-2033	395,000	36,000	-	-
Total	\$ 16,507,431	\$ 2,877,750	\$ 6,300,000	\$ 1,680,759

Year ending September 30,	Economic Development Limited Obligation Bonds and Notes		Total Governmental Activities	
	Principal	Interest	Principal	Interest
2014	\$ 394,966	\$ 42,257	\$ 3,717,397	\$ 848,252
2015	396,650	40,148	3,516,650	740,112
2016	398,367	38,049	3,473,367	632,564
2017	400,119	35,953	2,600,119	538,842
2018	111,907	33,855	2,406,907	455,340
2019-2023	587,633	137,515	7,442,633	1,283,022
2024-2028	626,209	82,457	2,171,209	434,611
2029-2033	494,285	21,717	889,285	57,717
Total	\$ 3,410,136	\$ 431,951	\$ 26,217,567	\$ 4,990,460

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CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 10 - LONG-TERM LIABILITIES (Cont.)

Business-type Activities:

Year ending September 30,	G.O. Bonds and Notes		State Revolving Loan Funds	
	Principal	Interest	Principal	Interest
2014	\$ 1,133,455	\$ 332,054	\$ 375,287	\$ 57,971
2015	1,171,430	304,942	392,528	40,730
2016	1,214,700	277,400	396,589	22,698
2017	1,253,270	249,878	173,771	8,763
2018	1,297,145	221,306	96,001	3,467
2019-2023	3,825,000	730,142	24,681	185
2024-2028	1,780,000	301,740	-	-
2029-2033	520,000	25,384	-	-
Total	\$ 12,195,000	\$ 2,442,846	\$ 1,458,857	\$ 133,814

Year ending September 30,	Revenue Bonds		Total Business-type Activities	
	Principal	Interest	Principal	Interest
2014	\$ 1,565,000	\$ 862,800	\$ 3,073,742	\$ 1,252,825
2015	1,640,000	789,863	3,203,958	1,135,535
2016	1,715,000	707,363	3,326,289	1,007,461
2017	1,790,000	635,813	3,217,041	894,454
2018	1,865,000	564,894	3,258,146	789,667
2019-2023	7,260,000	1,744,594	11,109,681	2,474,921
2024-2028	3,435,000	848,731	5,215,000	1,150,471
2029-2033	3,195,000	226,341	3,715,000	251,725
Total	\$ 22,465,000	\$ 6,380,399	\$ 36,118,857	\$ 8,957,059

During the year ended September 30, 2013, interest expense paid for governmental activities and business-type activities was \$1,261,786 and \$1,144,021, respectively.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 11 - SCHEDULE OF STATUTORY DEBT LIMITATIONS

The City is subject to the limitations of indebtedness prescribed by Section 21-33-303, Mississippi Code 1972. No municipality may issue bonds secured by a pledge of its full faith and credit in an amount which, when added to the then outstanding bond indebtedness of such municipality, would exceed the 15% and 20% tests prescribed in Section 21-33-303. These percentages are applied to the assessed value of the taxable property within such municipality, with certain types of bond issues being excluded from the authorized debt limit tests. Presented in the schedule below are the calculations of the applicable statutory debt limitations and the resulting margin for further debt in the amount of \$41,526,630 (the smaller of the two computed margins) as of September 30, 2013:

	<u>15% Test</u>	<u>20% Test</u>
Assessed value as of September 30, 2013 (\$414,357,378) times applicable percentage	[a] \$ 62,153,607	\$ 82,871,476
Present debt subject to debt limits as of September 30, 2013:		
Total bonds and notes other than water and sewer	26,217,567	26,217,567
Less: Bonds exempt from debt limitation calculations	(9,710,136)	(9,710,136)
Add: Water & sewer debt other than revenue bonds	<u>n/a</u>	<u>13,653,857</u>
General obligation debt subject to applicable tests	[b] <u>16,507,431</u>	<u>30,161,288</u>
Margin for additional debt [a] minus [b]	<u>\$ 45,646,176</u>	<u>\$ 52,710,188</u>

NOTE 12 - RELATED ORGANIZATION

The following related organization is excluded from the financial reporting entity because the City's accountability does not extend beyond making appointments. Audited financial statements are available from the organization.

Hattiesburg Tourism Commission - The Commission consists of seven members appointed by the Mayor and ratified by the City Council. Funding is from a special tax levied upon the gross proceeds from hotel and motel overnight room rentals.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 13 - JOINT VENTURES

The City of Hattiesburg is a participant with Forrest County in a joint venture authorized by Section 57-31-1, Mississippi Code Annotated (1972), to operate the Forrest County Industrial Park Commission. The joint venture was created to develop and operate an industrial park complex for citizens of Forrest County and the City of Hattiesburg. The Commission is governed by a ten member board. The governing authorities of the City of Hattiesburg and the Forrest County Board of Supervisors each appoint five members. Each entity is obligated to provide equal funding for the ongoing financial support of the Commission. A separate financial statement of the Forrest County Industrial Park Commission can be obtained by contacting the Commission at Post Office Box 1898, Hattiesburg, Mississippi 39403.

The City of Hattiesburg is a participant with Forrest County, Jones County, and the State of Mississippi to operate the Hattiesburg/Laurel Regional Airport Authority authorized by Section 61-3-5, Mississippi Code Annotated (1972). The joint venture, governed by a five member board of commissioners, was created to maintain and develop the Authority for the City and aforementioned counties. Each governmental entity appoints one board member. A separate financial statement of the Hattiesburg/Laurel Regional Airport Authority can be obtained by contacting the Authority at 1002 Terminal Drive, Moselle, Mississippi 39459.

The City of Hattiesburg is a participant with Forrest County and the City of Petal in a joint venture authorized by Section 39-3-38, Mississippi Code Annotated (1972) to operate the Library of Hattiesburg, Petal, and Forrest County. The joint venture was created to provide free public library service to the citizens of Forrest County and the Cities of Hattiesburg and Petal. The library is governed by a fifteen member board appointed by the governments involved as follows: City of Hattiesburg - six members; Forrest County - six members; and City of Petal - three members. Each entity is obligated by contract to levy not less than 1.25 mills as authorized by Sections 39-3-35 and 39-3-37, Mississippi Code Annotated (1972), for the ongoing financial support of the library. A separate financial statement of the library can be obtained by contacting the Library at 329 Hardy Street, Hattiesburg, Mississippi 39401.

NOTE 14 - JOINTLY GOVERNED ORGANIZATIONS

The Emergency Management District provides emergency services to the City of Hattiesburg and Forrest County. The entity is controlled by an eight member council. The Council is chosen as follows by the following authorities: Mayor of Hattiesburg - one; Forrest County Board of Supervisors - one; Sheriff of Forrest County - one; AAA Ambulance - one; Hattiesburg Police Chief - one; Hattiesburg Fire Chief - one; the University of Southern Mississippi - one; and Forrest General Hospital - one. Operating funds are provided by state grants, E-911 charges and direct contributions.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 15 - COMMITMENTS

At September 30, 2013, the outstanding balance on the USA Yeast Pretreatment Facility was \$2,463,090 and the balance on the 4th Street Expansion Phase I project was \$2,378,117. Miscellaneous outstanding water and sewer projects totaled \$2,267,766. Other miscellaneous projects outstanding contracts in progress at September 30, 2013 totaled \$1,443,832.

Significant encumbrances at September 30, 2013, included \$135,544 for paving projects, \$80,762 for electronic timekeeping equipment, \$109,890 for drainage pipes, and \$57,994 for emergency generator maintenance costs.

NOTE 16 - DEFICIT FUND BALANCES OF INDIVIDUAL FUNDS

At September 30, 2013, the City's CDBG Fund reported a \$45,560 deficit in fund balance that is attributable to the cumulative effect of program expenditures in excess of grant reimbursements.

NOTE 17 - CONTINGENCIES

Compliance with Amended Order No. 6034 11 - In February 2012, the City and Mississippi Commission on Environmental Quality (Complainant) executed Amended Agreed Order No. 6034 11. Contained in the provisions of this Order is the requirement that the City must decide upon a wastewater engineering solution for "Phase II" effluent limit compliance by May 31, 2013, and must complete all necessary design work for the project on or before October 31, 2014. Additionally, the City has agreed to submit a copy of the Notice to Proceed for construction on or before January 31, 2015, and the project is required to have been completed on or before February 28, 2017 with the City filing with the Complainant certification of completion of construction within 10 days of completion. This order specifies that if the City fails to demonstrate compliance with the "Phase II" permit effluent limitations by the deadline of May 31, 2017, the City will be required to pay a penalty of \$100 per day until compliance has been demonstrated in accordance with the provisions of National Pollutant Discharge Elimination System (NPDES) Permit No. MS0020303.

The City is currently in the process of reviewing all water and sewer procedures and agreements that might significantly impact future revenues, including existing contracts. In addition to these measures, extensive rate increases are anticipated in order to meet all applicable financial, contractual and regulatory requirements, including compliance with provisions contained in water and sewer bond documents. The governing authorities of the City have demonstrated their willingness in recent years to implement moderate

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 17 - CONTINGENCIES (Cont.)

water and sewer rate increases that were necessary in order to fund increases to operating expenses and debt service requirements. The more substantial rate increases that were addressed in 2014 proved to be deeply divisive. The ability of the City Council and the Administration to reconcile their various concerns with the future financial requirements of a wastewater treatment facility that meets regulatory requirements will be a matter of profound importance to the viability of the City's water and sewer system.

Litigation - On March 2, 2012, Gulf Restoration Network ("GRN") filed a citizen enforcement suit under the Clean Water Act against the City in an action styled and numbered GRN v. City of Hattiesburg, Civil Action No. 2:12cv36-KS-JMR, on the docket of the United States District Court for the Southern District of Mississippi. The suit alleges that the City has discharged wastewater from its two wastewater facilities, commonly known as the North Lagoon and the South Lagoon, into the Bowie and Leaf River that violates various constituent limits contained in the City's NPDES permits. The suit seeks the imposition of civil penalties for alleged past and ongoing permit violations, as well as injunctive relief requiring the City to come to immediate compliance with NPDES permits. The City has filed an Answer to the suit denying liability. The case is set for a bench trial beginning on October 6, 2014. The City intends to vigorously defend against GRN's claims. Legal counsel has not concluded that the likelihood of an unfavorable outcome is either "probable" or "remote" and has not expressed an opinion as to the likely outcome of this matter. Additionally, legal counsel "does not estimate the amount or range of potential loss" in such matter set forth above that could result if the outcome should be unfavorable to the City.

The City's lawsuit with the City of Petal over proposed rate increases for the acceptance and treatment of Petal's wastewater has not been settled. The City of Petal continues to remit monthly payments based upon a prior treatment rate based upon current treatment volumes. The unpaid balance for the City of Petal's wastewater treatment that will ultimately be paid is not readily determinable.

The City is party to various legal other proceedings which normally occur in governmental operations. While the City cannot predict the results of any litigation, legal counsel for the City of Hattiesburg believes that it has meritorious defenses for those actions, proceedings and claims, or they are without merit or are of such kind, or involve such amounts, that unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the City of Hattiesburg, Mississippi.

Federal Grants - In the normal course of operations, the City receives grant funds from various Federal and State agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 18 - OTHER POSTEMPLOYMENT BENEFITS

The City's health insurance plan allows for retirees to obtain health insurance by participating in the City's health insurance plan. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, the City has postemployment healthcare benefits reportable under GASB Statement 45 as a single employer defined benefit health care plan. However, the City has not recorded a liability for other postemployment benefits nor has the City reported note disclosures which are required by accounting principles generally accepted in the United States of America.

NOTE 19 - DEFINED BENEFIT PENSION PLANS

Plan Description - The City of Hattiesburg contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, Mississippi 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Funding Policy - PERS members are required to contribute 7.25% of their annual covered salary (adjusted to 9.00% effective July 1, 2010) and the City of Hattiesburg is required to contribute at an actuarially determined rate. The current rate is 12.00% of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature. The City of Hattiesburg contributions to PERS for the years ended September 30, 2013, 2012 and 2011 were \$3,086,123, \$2,692,920, and \$2,499,657, respectively, equal to the required contributions for each year.

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN

Plan Description - The City of Hattiesburg contributes to the Police and Fire Disability and Relief Fund (PFDR), an agent multiple-employer defined benefit pension plan administered by the Public Employees' Retirement System of Mississippi. The City's uniformed police officers and firefighters employed prior to July 1, 1987, participate in PFDR. Firefighters and police officers employed subsequent to July 1, 1987 are members of the Public Employees' Retirement System of the State as previously described.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

All assets existing in the City's Police and Firemen's Disability and Relief Fund at July 1, 1987, were transferred to PERS. Those assets were placed into an investment pool with the assets from the other Police and Firemen's Disability and Relief Fund, and the City's book value of its share of these assets was set at the market value of the transferred assets as of July 1, 1987. In June of each year, the monthly statement from the PERS contains a pro-rata distribution of the City's earnings from the investment pool. Prior to the yearly distribution of such earnings, the City's balance sheet is reconciled monthly which, at that point in time, reflects the balance at the beginning of the Plan year (July 1) plus tax collections and payroll contributions, less pension benefits paid, refunds and administrative fee. PERS issues a publicly available financial report that includes financial statements and required supplementary information for PFDR. That information can be obtained by contacting PERS at the address and telephone number mentioned above.

The PFDR retirement allowance is payable under this plan to any member who retires and has completed at least 20 years of creditable service, regardless of age. The retirement benefits are calculated in an amount equal to 50% of the employee's average compensation, plus 1.7% of average compensation for each year of credited service over 20 with an aggregate amount not to exceed 66-2/3%. Disability and death benefits are also provided under the plan.

Funding Status and Progress - The actuarial accrued liability is a measure intended to (i) help users assess the System's funding status on a going-concern basis and (ii) assess progress being made in accumulating sufficient assets to pay benefits when due. For the years ended September 30, 1994 and prior, the actuarial value of assets was equal to book value. Beginning with the September 30, 1995 actuarial valuation, the actuarial value of assets is determined on a market related basis that recognizes 20% of the previously unrecognized and unanticipated gains and losses (both realized and unrealized). Allocation of the actuarial present value of projected benefits between past and future service was based on service using the entry age actuarial cost method. Assumptions, including projected pay increases, were the same as those used to determine the System's annual required contribution between entry age and assumed exit age. Entry age was established by subtracting credited service from current age on the valuation date.

The entry age actuarial accrued liability was determined as part of an actuarial valuation of the System (but not used for funding purposes) as of September 30, 2013. Significant actuarial assumptions used in determining the entry age actuarial accrued liability include (a) a rate of return on the investment of present and future assets of 8.00% per year compounded annually including price inflation at 3.50%, (b) projected salary increases of 4.25% per year compounded annually, attributable to inflation, and (c) additional projected salary increases of up to 1.75% per year compounded annually, attributable to merit and seniority. Additionally, local and private legislation, enacted by the Mississippi Legislature, has authorized annual cost of living adjustments (COLA) of 2.50% per year, not to exceed 30% of annual pension benefits.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

Statements Nos. 25 and 27 of the Governmental Accounting Standards Board (GASB) set forth certain items of information to be disclosed in the financial statements of the system and the employer. One such item is a distribution of the number of employees by type of membership, as presented below:

Group	Number
Retired participants and beneficiaries currently receiving benefits	151
Terminated participants and beneficiaries entitled to benefits but not receiving benefits	-
Active participants	2
Inactive participants	-
Total	153

Active member information based upon the most current actuarial study consists of the following:

Active members	2
Annual payroll	\$ 94,300
Average annual payroll	\$ 47,150
Average age in years	56.4
Average service in years	31.8

Retired lives based upon the most current actuarial study consists of the following:

Type of Benefit Payment	Number	Annual Benefits	Average Benefit	Average Age
Retirement	111	\$ 2,744,684	\$ 24,727	63.8
Disability	6	78,455	13,076	61.6
Survivor	34	500,539	14,722	69
Total	151	\$ 3,323,678	22,011	64.8

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

At September 30, 2013, the actuarial accrued liability was determined as follows:

	<u>\$ in Thousands</u>
Actuarial Accrued Liability (AAL):	
Retirees and beneficiaries currently receiving benefits	\$ 36,374
Active members	<u>731</u>
Total actuarial accrued liability	37,105
Actuarial value of assets	<u>19,968</u>
Unfunded actuarial accrued liability	<u><u>\$ 17,137</u></u>

During the year ended September 30, 2013, the plan experienced a net change of \$(454,000) in the Actuarial Accrued Liability.

The schedule of funding progress, presented as required supplementary information at Schedule 2 following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Funding Policy - The funding policy for PFDR provides for periodic employer contributions at actuarially determined rates that are designed to accumulate sufficient assets to pay benefits when due. In developing the annual required contribution shown on the next page, the normal cost and actuarial accrued liability are determined using the entry age actuarial cost method. Unfunded actuarial accrued liability is being amortized on a closed basis as a level dollar amount over a remaining amortization period of twenty-three years. The asset valuation method used is a 5-year smoothed market method. The City has the option to set property tax rates to allow for extended contributions beyond 2020 under a funding policy adopted by the PERS Board of Trustees in February 2011. Under this new policy, contributions, expressed as a property tax millage rate, are established beginning in fiscal year 2012 that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions will be set equal to the fiscal year's projected benefit payments and adjusted as necessary to maintain the assets at the established reserve level. The millage rates certified as of September 30, 2012 under the Pre-2011 and Post-2011 Funding Policy rates are 7.21 mills and 3.87 mills, respectively. The actual tax levy set for the pension fund for policemen and firemen as of September 30, 2012 was 3.82 mills.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

During the year ended September 30, 2013, contributions totaling \$1,943,912 (\$1,923,732 employer and \$20,180 employee) were made in accordance with contribution requirements determined by an actuarial valuation of the System as of September 30, 2012. The employer contributions consisted of \$23,715 for normal cost and administrative expenses and \$1,900,017 for amortization of the unfunded actuarial accrued liability, and the employer's annual required contributions (ARC) was determined to be \$1,695,623 (consisting of \$19,492 normal ARC and \$1,676,131 accrued liability ARC). Presented below is a schedule of annual required contributions for the past ten (10) years:

Fiscal Year 10/1 – 9/30	Valuation Date	Annual Required Contribution	Percentage Contributed
2003-04	9/30/2003	\$ 935,623	125.2%
2004-05	9/30/2004	1,105,770	114.6%
2005-06	9/30/2005	1,229,031	111.4%
2006-07	9/30/2006	1,228,267	119.5%
2007-08	9/30/2007	1,172,541	129.9%
2008-09	9/30/2008	1,115,275	141.1%
2009-10	9/30/2009	1,411,127	124.7%
2010-11	9/30/2010	1,519,076	116.9%
2011-12	9/30/2011	1,579,521	121.8%
2012-13	9/30/2012	1,695,623	N/A

Trend Information - Trend information gives an indication of the progress made in accumulating sufficient assets to pay benefits when due. Trend information, for which three years is required, is presented as follows:

Three-Year Trend Information

Valuation Date	Annual Pension Cost (APC)	Actual Contribution Made	Percentage of APC Contributed
9/30/2011	\$ 1,579,521	\$ 1,923,732	121.8%
9/30/2012	1,695,623	N/A	N/A
6/30/2013 *	1,695,790	N/A	N/A

* Valuation date changed in FY 2013 to conform with the Public Employee Retirement System's year-end date of June 30, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 20 - PENSION PLAN FOR POLICEMEN AND FIREMEN (Cont.)

In addition to this, the Statement of Plan Net Position is included in Exhibit H and the Statement of Changes in Plan Net Position is included in Exhibit I. Actuarial information for the year ended September 30, 2013, can be obtained by contacting the City of Hattiesburg's Chief Financial Officer.

NOTE 21 - BUDGETARY BASIS VS. GAAP

The accompanying Budgetary Comparison Schedule – General Fund presents comparisons of the legally adopted budget with actual data on a budgetary basis. Since the budgetary and GAAP presentations of actual data differ, a reconciliation of the results of operations for the year is included at the end of the statement.

NOTE 22 - HURRICANE KATRINA

On August 29, 2005, Hurricane Katrina caused extensive damage to the southeastern United States, including the City of Hattiesburg. The City has worked with federal and state officials as well as with the City's property insurance providers throughout fiscal years 2007, 2008, 2009, 2010, and 2011 in an effort to recover damages resulting from the storm. Project worksheets have been completed on virtually all of the City's unreimbursed expenses, and the City is continuing to work with governmental agencies in an effort to secure substantial reimbursement for these expenses. The City has opted to include future reimbursements attributable to these amounts into the operating budgets for future years as they are received.

There are certain recovery projects that are expected to continue on into future fiscal years. These include repairs to streets damaged as a result of the extraordinary hauling of heavy debris using heavy equipment during the fall months of 2005, repairs to signals and signs, and damages incurred at various City buildings and facilities. The final resolutions of these reimbursement requests are subject to ongoing discussions between the City and FEMA officials.

NOTE 23 - DISCRETELY PRESENTED COMPONENT UNIT

Capital asset activity for the Hattiesburg Convention Commission for the year ended September 30, 2013 was as follows:

(See Table on Next Page)

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 23 - DISCRETELY PRESENTED COMPONENT UNIT (Cont.)

	<u>Beginning Balances</u>	<u>Additions</u>	<u>Retirements</u>	<u>Adjustments</u>	<u>Ending Balances</u>
Governmental activities:					
Capital assets not being depreciated:					
Land	\$ 1,315,877	\$ -	\$ -	\$ -	\$ 1,315,877
Construction in progress - Eureka	972,628	535,524	-	(37,025)	1,471,127
Construction in progress - Zoo projects	356,145	349,677	473,106	40,771	273,487
Total capital assets not being depreciated	<u>2,644,650</u>	<u>885,201</u>	<u>473,106</u>	<u>3,746</u>	<u>3,060,491</u>
Capital assets being depreciated:					
Buildings, parking lot, etc.	19,528,656	-	-	(1,395,071)	18,133,585
Furniture and fixtures	474,945	-	-	-	474,945
Equipment and vehicles	1,583,349	-	-	-	1,583,349
Assets acquired under capital lease	34,737	-	-	-	34,737
Total capital assets being depreciated	<u>21,621,687</u>	<u>-</u>	<u>-</u>	<u>(1,395,071)</u>	<u>20,226,616</u>
Less accumulated depreciation for:					
Buildings, parking lot, etc.	5,807,423	408,790	-	(141,687)	6,074,526
Furniture and fixtures	414,281	7,131	-	-	421,412
Equipment and vehicles	1,245,410	137,035	-	-	1,382,445
Assets acquired under capital lease	4,825	11,579	-	-	16,404
Total accumulated depreciated	<u>7,471,939</u>	<u>564,535</u>	<u>-</u>	<u>(141,687)</u>	<u>7,894,787</u>
Total capital assets being depreciated, net	<u>14,149,748</u>	<u>(564,535)</u>	<u>-</u>	<u>(1,253,384)</u>	<u>12,331,829</u>
Governmental activity capital assets, net	<u>\$ 16,794,398</u>	<u>\$ 320,666</u>	<u>\$ 473,106</u>	<u>\$ (1,249,638)</u>	<u>\$ 15,392,320</u>

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO FINANCIAL STATEMENTS
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YEAR ENDED SEPTEMBER 30, 2013**

NOTE 23 - DISCRETELY PRESENTED COMPONENT UNIT (Cont.)

The schedule below details the changes in the Commission's long-term debt during the year ended September 30, 2013:

	<u>Balance September 30, 2012</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance September 30, 2013</u>
Capital leases	\$ 29,912	\$ -	\$ 11,579	\$ 18,333
Total amounts	<u>\$ 29,912</u>	<u>\$ -</u>	<u>\$ 11,579</u>	<u>\$ 18,333</u>

The future minimum lease payments are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>
2014	\$ 11,579
2015	<u>6,754</u>
	<u>\$ 18,333</u>

The City entered into a contract with the Hattiesburg Convention Commission and the Hattiesburg Tourism Commission during fiscal year 2010 for the management of the Hattiesburg Zoo at Kamper Park. During fiscal year 2012, the City paid \$799,124 in management fees through the month of May pursuant to this agreement. In May 2012, a new agreement was entered into with the Convention Commission that allowed for the Commission to accept full financial responsibility for any subsidy requirement necessary for operations of the Hattiesburg Zoo, thus ending the monthly management fee as contained in the original contract. Six months prior to the end date of the contract (September 30, 2015), all parties agree to review the financial status of the Zoo operations and work out a new financial plan if necessary.

NOTE 24 - SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2013 through June 26, 2014, which is the date the financial statements were available to be issued. The following subsequent events were noted:

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 24 - SUBSEQUENT EVENTS (Cont.)

Major Purchases - In September 2011, the City Council authorized a \$100,000 down payment on the purchase of InterAct Public Safety software that will allow for the City to achieve interoperability with other law enforcement agencies as well as allowing for improved accountability, efficiencies and access to information by law enforcement personnel. The total cost of the system is projected to be \$796,589, and the City anticipates the utilization of lease-purchase financing, with monthly principal and interest payments projected to begin during fiscal year 2014 after the installation of the system.

Wastewater Treatment Agreement - On January 21, 2014, the City executed an agreement for the treatment of wastewater with Groundworx, LLC. This agreement cited Mississippi House Bill No. 1529 that authorized the City to contract with private parties for the disposal and/or treatment of wastewater, and under the terms of the executed agreement, the Groundworx will design, construct, own, operate, and maintain a land treatment system and related facilities for collecting, receiving, storing, transporting, treating and/or disposing of the City's wastewater. Pursuant to this agreement, it was anticipated that the City would adopt and maintain in effect a comprehensive sewer use ordinance that is compatible and in conformity with the EPA, MDEQ, and any other governmental body having legal authority to set such standards and restrictions for publicly owned treatment works of similar size and character, and the agreement noted that this ordinance is subject to periodic reviews and revisions, if necessary.

The guaranteed maximum price for the construction and development of this system is \$137,100,000. When the treatment system becomes operational, the projected annual treatment system budget is projected to approximate \$16.6 million, including a debt service component of approximately \$10 million that is based upon Groundworx's projected annual debt service requirements for the anticipated \$141,125,000 Series 2014 Taxable Revenue Bonds. These bonds were projected to be amortized at an average coupon rate approximating 5.50% over a thirty year period, with the final payments due in fiscal year 2044. During the system's planned two year construction phase, the City's required payments were to have been limited to funding the interest portion of the Series 2014 Taxable Revenue Bonds, projected to approximate \$3.8 million payable at six month intervals for the two year period beginning in late 2014.

On February 18, 2014, the City Council adopted a revised sewer rate structure that was calculated to fund these projected interest payments with incremental increases to sewer charges that were previously set at 100% of water billings. The City's adopted water rates established for September, 2014 – 2017 were \$11.03/1,000 gallons (2014), \$12.13/1,000 gallons (2015), \$13.34/1,000 gallons (2016), and \$14.01/1,000 gallons (2017). Corresponding sewer rates were set at 100% of water rates for these annual adjustments. With the February, 2014 amendments to the rate ordinances, these rates were projected to be set at \$26.69/1,000 gallons, or 220% of water rate (2015), \$27.35/1,000 gallons, or 205% of water rate (2016), and \$32.64, or 233% of water rate (2017).

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 24 - SUBSEQUENT EVENTS (Cont.)

Additionally at the February 18, 2014 meeting, the City Council amended the water and sewer ordinance that contained the City's water system cut-off policy in order to set a 45 day provision for the cut-off of water due to the delinquent status of billings.

The above described rate increases were subsequently vetoed by the Mayor based upon his desire to pursue a local option sales tax to supplement user fees to fund waste water treatment expenses. In March, 2014 an effort was made to introduce legislation that would impose an additional 1% local sales tax in order to provide supplemental funding for infrastructure improvements, including sewer treatment facilities, but this proposed local and private bill was never brought up for a vote during the 2014 State of Mississippi legislative session.

On June 19, 2014, Groundworx, LLC filed a civil suit in Forrest County Chancery Court alleging breach of contract by the City regarding the creation of a revenue stream to retire the expected debt to be incurred by Groundworx in conjunction with the above-noted contract. The suit is seeking an injunction to enjoin the City from terminating the contract and asks for compensatory damages to cover costs and expenses already incurred by the Groundworx, LLC.

A July 15, 2014 evidentiary hearing date has been set for the Mississippi Department of Environmental Quality to review the application process followed by Groundworx in obtaining their permit to dispose of the City's waste water. Three citizens, including a member of the City Council, have requested this review, citing problems with the permitting process.

Contracts for TIF Financing - In March 2014 the City Council authorized the issuance of TIF bonds not to exceed \$2,990,000 for the Southern Pointe Project. Additionally, on May 6, 2014 a TIF financing plan for the Midtown Hattiesburg Project, a proposed mixed-use district located in the area of Forrest General Hospital, Hattiesburg Clinic, and the University of Southern Mississippi. This financing plan authorizes the issuance of up to \$15 million in bonds for infrastructure improvements in the area.

Issuance of Water and Sewer Revenue Bonds - In December, 2013 the City issued \$28,000,000 in Water and Sewer Revenue Bonds (Mississippi Development Bank Special Obligation Bonds, Series 2013) for the purposes of refunding the City's General Obligation Note, Series 2013 (\$3,000,000) and providing for the funding for repairing, improving, and extending the water and sewer system. These bonds are to be amortized over a twenty-five year period with semi-annual interest and annual principal payments, with the first principal payment due December 1, 2014 and the final payment due December 1, 2038. The average total annual debt service payment amount is \$1,993,945, the average life of the bonds is 17.586 years, and the average coupon rate on these bonds is approximately 4.44%.

CITY OF HATTIESBURG, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

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YEAR ENDED SEPTEMBER 30, 2013

NOTE 24 - SUBSEQUENT EVENTS (Cont.)

Litigation - In October 2013, the City paid a \$15,000 sum as a result of litigation that was settled in federal court. As a result of this case, the City subsequently paid a total of approximately \$168,000 in legal fees and court costs.

On June 25, 2014, the Arbitrator of the Precision Construction, LLC vs. City of Hattiesburg litigation ruled that the City materially breached a 592 Program Sewer Rehabilitation contract held with Precision Construction. As a result of this ruling, Precision Construction is entitled to payment for work performed and to lost profits in the total amount of \$843,930. As of the report date, the Arbitrator has not determined the extent of legal fees that may be owed by the City as a result of this litigation.

REQUIRED SUPPLEMENTARY INFORMATION
(UNAUDITED)

SCHEDULE 1
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CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
REVENUES		
Intergovernmental:		
Federal grants	\$ 718,771	\$ 2,121,823
State grants	278,420	446,600
State - shared revenue	20,456,000	20,881,754
County - shared revenue	66,000	66,000
General property taxes	12,285,000	12,355,000
Other taxes	28,000	31,000
Licenses and permits	4,440,000	4,445,000
Charges for services:		
Public safety	190,000	219,680
Streets	20,100	20,100
Sanitation	2,220,000	2,220,000
Fines and forfeitures	1,602,000	1,602,000
Miscellaneous	200,350	205,350
Non-revenue receipts	1,021,400	1,949,512
Total revenues	43,526,041	46,563,819
EXPENDITURES		
General government:		
Personnel	3,836,918	3,861,293
Supplies and expenses	194,638	215,059
Other services and charges	2,938,572	3,114,815
Capital outlays	319,500	759,854
Total general government	7,289,628	7,951,021
Police Department:		
Personnel	9,150,415	9,167,295
Supplies and expenses	746,641	815,021
Other services and charges	484,291	517,825
Capital outlays	564,440	909,311
Total police department	10,945,787	11,409,452
Police and fire training:		
Personnel	33,433	33,395
Supplies and expenses	146,368	179,378
Other services and charges	122,764	133,287
Capital outlays	-	74,694
Total police and fire training	302,565	420,754

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ 878,700	\$ (1,243,123)
509,238	62,638
21,885,920	1,004,166
69,075	3,075
12,387,189	32,189
31,287	287
4,459,098	14,098
235,337	15,657
14,957	(5,143)
2,202,980	(17,020)
1,717,456	115,456
581,098	375,748
1,028,987	(920,525)
<u>46,001,322</u>	<u>(562,497)</u>
3,494,207	367,086
166,354	48,705
2,387,200	727,615
446,398	313,456
<u>6,494,159</u>	<u>1,456,862</u>
8,514,128	653,167
758,424	56,597
453,690	64,135
869,361	39,950
<u>10,595,603</u>	<u>813,849</u>
31,932	1,463
148,145	31,233
116,730	16,557
74,694	-
<u>371,501</u>	<u>49,253</u>

SCHEDULE 1
PAGE 2 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
<i>EXPENDITURES (Cont.)</i>		
Fire Department:		
Personnel	\$ 6,606,588	\$ 6,710,708
Supplies and expenses	368,855	373,855
Other services and charges	317,095	307,895
Capital outlays	-	23,000
Total fire department	<u>7,292,538</u>	<u>7,415,458</u>
Land development administration:		
Personnel	542,694	551,104
Supplies and expenses	31,397	35,069
Other services and charges	55,572	57,722
Capital outlays	42,000	40,000
Total land development administration	<u>671,663</u>	<u>683,895</u>
Public safety contractual services:		
Personnel	162,940	211,950
Supplies and expenses	-	-
Other services and charges	1,512,445	2,253,379
Capital outlays	-	-
Total public safety contractual services	<u>1,675,385</u>	<u>2,465,329</u>
Public services:		
Personnel	5,732,959	5,721,286
Supplies and expenses	1,412,283	1,651,063
Other services and charges	3,229,737	4,574,987
Capital outlays	1,030,845	1,349,249
Total public services	<u>11,405,824</u>	<u>13,296,585</u>
Animal Control:		
Personnel	126,599	126,809
Supplies and expenses	23,950	23,950
Other services and charges	123,073	123,073
Capital outlays	-	-
Total animal control	<u>273,622</u>	<u>273,832</u>

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ 6,489,542	\$ 221,166
293,361	80,494
264,414	43,481
20,380	2,620
<u>7,067,697</u>	<u>347,761</u>
520,525	30,579
29,528	5,541
35,985	21,737
35,084	4,916
<u>621,122</u>	<u>62,773</u>
193,297	18,653
-	-
1,939,376	314,003
-	-
<u>2,132,673</u>	<u>332,656</u>
5,031,703	689,583
1,400,296	250,767
4,000,060	574,927
663,675	685,574
<u>11,095,734</u>	<u>2,200,851</u>
103,159	23,650
15,735	8,215
121,014	2,059
-	-
<u>239,908</u>	<u>33,924</u>

SCHEDULE 1
PAGE 3 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
<i>EXPENDITURES (Cont.)</i>		
Human/social assistance:		
Personnel	\$ -	\$ -
Supplies and expenses	-	-
Other services and charges	159,500	159,500
Capital outlays	-	-
Total human/social assistance	<u>159,500</u>	<u>159,500</u>
Economic development:		
Personnel	-	-
Supplies and expenses	-	-
Other services and charges	160,000	160,000
Capital outlays	-	-
Total economic development	<u>160,000</u>	<u>160,000</u>
Airport:		
Personnel	96,630	100,513
Supplies and expenses	56,198	56,198
Other services and charges	72,975	61,975
Capital outlays	-	11,000
Total airport	<u>225,803</u>	<u>229,686</u>
Cemetery:		
Personnel	613,452	640,773
Supplies and expenses	89,350	110,113
Other services and charges	53,350	53,350
Capital outlays	79,500	79,500
Total cemetery	<u>835,652</u>	<u>883,736</u>
Parking garages:		
Personnel	191,979	193,692
Supplies and expenses	7,250	7,250
Other services and charges	82,402	85,539
Capital outlays	10,000	80,000
Total parking garages	<u>291,631</u>	<u>366,481</u>

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ -	\$ -
-	-
152,293	7,207
-	-
<u>152,293</u>	<u>7,207</u>
-	-
-	-
160,000	-
-	-
<u>160,000</u>	<u>-</u>
97,807	2,706
36,640	19,558
41,275	20,700
10,082	918
<u>185,804</u>	<u>43,882</u>
610,935	29,838
100,212	9,901
45,042	8,308
15,916	63,584
<u>772,105</u>	<u>111,631</u>
182,470	11,222
4,272	2,978
40,061	45,478
10,000	70,000
<u>236,803</u>	<u>129,678</u>

SCHEDULE 1
PAGE 4 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**Budgetary Comparison Schedule
General Fund
Year Ended September 30, 2013**

	Original Budget	Final Budget
<i>EXPENDITURES (Cont.)</i>		
Debt service:		
Principal payments	\$ 1,741,550	\$ 1,792,550
Interest payments	191,175	195,675
Total debt service	<u>1,932,725</u>	<u>1,988,225</u>
<i>Total expenditures</i>	<u>43,462,323</u>	<u>47,703,954</u>
<i>Excess (deficiency) of revenues over expenditures</i>	63,718	(1,140,135)
<i>OTHER FINANCING SOURCES (USES)</i>		
Transfers in	794,475	814,475
Transfers out	<u>(3,187,234)</u>	<u>(3,307,234)</u>
<i>Total other financing sources (uses)</i>	<u>(2,392,759)</u>	<u>(2,492,759)</u>
<i>NET CHANGE IN FUND BALANCES</i>	(2,329,041)	(3,632,894)
Fund balances - beginning (Non-GAAP Budgetary Basis)	<u>4,600,000</u>	<u>4,831,301</u>
Fund balances - ending (Non-GAAP Budgetary Basis)	<u>\$ 2,270,959</u>	<u>\$ 1,198,407</u>
<i>ADJUSTMENTS:</i>		
To adjust for sales tax accrual		
To adjust for other receivables/accruals		
Fund balances - ending (GAAP Basis)		

The accompanying notes are an integral part of this schedule.

<u>Actual</u>	<u>Variance with Final Budget Favorable (Unfavorable)</u>
\$ 1,628,555	\$ 163,995
176,630	19,045
<u>1,805,185</u>	<u>183,040</u>
<u>41,930,587</u>	<u>5,773,367</u>
4,070,735	5,210,870
650,622	(163,853)
(2,914,016)	393,218
<u>(2,263,394)</u>	<u>229,365</u>
1,807,341	<u>\$ 5,440,235</u>
<u>4,831,301</u>	
6,638,642	
82,532	
<u>955,445</u>	
<u>\$ 7,676,619</u>	

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - BASIS OF PRESENTATION

The Budgetary Comparison Schedule (the Schedule) presents the original legally adopted budget, the final legally adopted budget, the actual amounts on the budgetary cash basis, and variances between the final budget and the actual amounts. The Schedule is a part of required supplementary information. As disclosed in Note 1, Section F to the financial statements, the Schedule is presented in the Mississippi State Department of Audit's prescribed format.

NOTE 2 - BUDGET/GAAP RECONCILIATION

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The budget to GAAP reconciliation is shown at the bottom of Schedule 1.

SCHEDULE 2

CITY OF HATTIESBURG, MISSISSIPPI

**Schedule of Funding Progress
Policemen & Firemen Retirement System
Last Ten Fiscal Years
Year Ended September 30, 2013
(\$ in Thousands)**

Plan Year Ended	(1) Actuarial Value of Assets	(2) Actuarial Liability (AAL) Entry Age	(3) Percent Funded (1) / (2)	(4) Unfunded AAL (2) – (1)	(5) Annual Covered Payroll	(6) Unfunded AAL As A Percentage Of Covered Payroll (4) / (5)
9/30/04	\$ 25,229	\$ 37,084	68.0%	\$ 11,855	\$ 793	1495.0%
9/30/05	24,095	36,792	65.5%	12,697	695	1826.9%
9/30/06	24,458	37,377	65.4%	12,919	510	2533.1%
9/30/07	25,345	37,638	67.3%	12,293	442	2781.2%
9/30/08	25,543	37,347	68.4%	11,804	289	4084.4%
9/30/09	24,340	39,166	62.1%	14,826	308	4813.6%
9/30/10	22,892	38,779	59.0%	15,887	260	6110.4%
9/30/11	21,940	38,274	57.3%	16,334	210	7778.1%
9/30/12	20,487	37,820	54.2%	17,333	156	11110.9%
9/30/13	19,968	37,105	53.8%	17,137	94	18172.8%

The accompanying notes are an integral part of this schedule.

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE SCHEDULE OF FUNDING PROGRESS –
POLICEMEN & FIREMEN RETIREMENT SYSTEM
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - ACTUARIAL ASSUMPTIONS

Presented below are the actuarial assumptions used for the most recent five years presented in the analysis of funding progress:

Actuarial Assumptions 2009

Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	25 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%

Actuarial Assumptions 2010

Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	24 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE SCHEDULE OF FUNDING PROGRESS –
POLICEMEN & FIREMEN RETIREMENT SYSTEM
PAGE TWO
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - ACTUARIAL ASSUMPTIONS (Cont.)

Actuarial Assumptions 2011	
Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	23 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%
Actuarial Assumptions 2012	
Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	22 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%

CITY OF HATTIESBURG, MISSISSIPPI

**NOTES TO THE SCHEDULE OF FUNDING PROGRESS –
POLICEMEN & FIREMEN RETIREMENT SYSTEM
PAGE THREE
YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1 - ACTUARIAL ASSUMPTIONS (Cont.)

Actuarial Assumptions 2013	
Actuarial Cost Method	Entry age
Amortization Method	Level dollar closed
Remaining Amortization Period	21 years
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.00%
Projected Salary Increases	4.50% - 6.00%
Includes Price Inflation At	3.50%
Includes Wage Inflation At	4.25%
Cost of living adjustments	2.50% per year, not to exceed 30%.

SUPPLEMENTARY INFORMATION

SCHEDULE 3

CITY OF HATTIESBURG, MISSISSIPPI

**Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2013**

	Special Revenue Funds (Schedule 5)	Debt Service Funds (Schedule 7)
ASSETS		
Cash and cash equivalents	\$ 3,019,631	\$ 3,383,374
Due from other funds	816,886	-
Intergovernmental receivable	900,507	-
Other receivables	22,988	-
Property taxes receivable	1,007,286	2,820,407
Total assets	\$ 5,767,298	\$ 6,203,781
LIABILITIES		
Accounts payable	\$ 287,312	\$ -
Due to other funds	282,231	-
Other liabilities	1,050,520	-
Advances from other funds	300,000	-
Total liabilities	1,920,063	-
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue-property taxes	1,000,000	2,800,000
	1,000,000	2,800,000
FUND BALANCES		
Restricted:		
Fire protection	30,951	-
Street improvements and repairs	611,106	-
Law enforcement	215,249	-
Airport projects	264,625	-
Mass transit	304,614	-
Debt service	-	3,403,781
Parks and recreation projects	-	-
Committed:		
Parks and recreation	576,971	-
Fire protection	855,318	-
Street improvements and repairs	3,629	-
Law enforcement	30,332	-
Unassigned	(45,560)	-
Total fund balances	2,847,235	3,403,781
Total liabilities, deferred inflows of resources, and fund balances	\$ 5,767,298	\$ 6,203,781

Capital Project Funds (Schedule 9)	Total Nonmajor Governmental Funds (Exhibit C)
\$ 257,395	\$ 6,660,400
-	816,886
-	900,507
-	22,988
-	3,827,693
<u>\$ 257,395</u>	<u>\$ 12,228,474</u>
\$ -	\$ 287,312
-	282,231
-	1,050,520
-	300,000
<u>-</u>	<u>1,920,063</u>
-	3,800,000
<u>-</u>	<u>3,800,000</u>
-	30,951
-	611,106
-	215,249
-	264,625
-	304,614
-	3,403,781
257,395	257,395
-	576,971
-	855,318
-	3,629
-	30,332
-	(45,560)
<u>257,395</u>	<u>6,508,411</u>
<u>\$ 257,395</u>	<u>\$ 12,228,474</u>

SCHEDULE 4

CITY OF HATTIESBURG, MISSISSIPPI

**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended September 30, 2013**

	Special Revenue Funds (Schedule 6)	Debt Service Funds (Schedule 8)
REVENUES		
General property taxes	\$ 1,027,980	\$ 3,706,798
Fines, forfeitures and penalties	69,504	-
Interest, rents and concessions	7,365	41,557
Intergovernmental	6,214,942	230,695
Charges for services	198,791	-
Other revenues	962,390	217,285
Total revenues	8,480,972	4,196,335
EXPENDITURES		
Current:		
Public safety	235,797	-
Public services	4,301,448	-
Other services	530,042	106,588
Mass transit	1,110,275	-
Culture and recreation	4,381,016	-
Human/social assistance	718,030	-
Debt service:		
Principal payments	172,844	3,952,345
Interest and fiscal charges	29,227	947,782
Total expenditures	11,478,679	5,006,715
Excess (deficiency) of revenues over expenditures	(2,997,707)	(810,380)
OTHER FINANCING SOURCES (USES)		
Transfers in	3,307,234	399,384
Transfers out	-	-
Other sources	8,571	-
Total other financing sources (uses)	3,315,805	399,384
NET CHANGE IN FUND BALANCES	318,098	(410,996)
Fund balances - beginning	2,728,516	3,814,777
Prior period adjustment	(199,379)	-
Fund balances - beginning, as adjusted	2,529,137	3,814,777
Fund balances - ending	\$ 2,847,235	\$ 3,403,781

Capital Project Funds (Schedule 10)	Total Nonmajor Governmental Funds (Exhibit D)
\$ -	\$ 4,734,778
-	69,504
304	49,226
6,346	6,451,983
-	198,791
-	1,179,675
<u>6,650</u>	<u>12,683,957</u>
-	235,797
-	4,301,448
-	636,630
-	1,110,275
131,660	4,512,676
-	718,030
-	4,125,189
-	977,009
<u>131,660</u>	<u>16,617,054</u>
(125,010)	(3,933,097)
-	3,706,618
(49)	(49)
-	8,571
<u>(49)</u>	<u>3,715,140</u>
(125,059)	(217,957)
382,454	6,925,747
-	(199,379)
<u>382,454</u>	<u>6,726,368</u>
<u>\$ 257,395</u>	<u>\$ 6,508,411</u>

SCHEDULE 5

CITY OF HATTIESBURG, MISSISSIPPI

Combining Balance Sheet
Nonmajor Special Revenue Funds
September 30, 2013

	<u>PARKS & RECREATION</u>	<u>MUNICIPAL FIRE PROTECTION</u>	<u>SPECIAL STREET</u>	<u>POLICE FORFEITURES</u>	<u>AIRPORT IMPROVEMENT</u>	<u>MUNICIPAL ROAD & BRIDGE</u>
ASSETS						
Cash and cash equivalents	\$ 558,391	\$ 886,080	\$ 102,281	\$ 271,514	\$ 58,877	\$ 278,442
Due from other funds	-	189	-	2,078	-	-
Intergovernmental receivables	-	-	-	-	385,386	460,912
Other receivables	-	-	-	850	5,362	16,776
Property taxes receivable	805,834	-	-	-	-	-
Total assets	<u>\$ 1,364,225</u>	<u>\$ 886,269</u>	<u>\$ 102,281</u>	<u>\$ 274,442</u>	<u>\$ 449,625</u>	<u>\$ 756,130</u>
LIABILITIES						
Accounts payable	\$ 11,533	\$ -	\$ -	\$ -	\$ -	\$ 243,676
Due to other funds	49,408	-	-	-	185,000	-
Other liabilities	-	-	-	28,861	-	-
Advances from other funds	-	-	-	-	-	-
Total liabilities	<u>60,941</u>	<u>-</u>	<u>-</u>	<u>28,861</u>	<u>185,000</u>	<u>243,676</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue-property taxes	800,000	-	-	-	-	-
Total deferred inflows of resources	<u>800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES						
Restricted:						
Fire protection	-	30,951	-	-	-	-
Street improvements and repairs	-	-	98,652	-	-	512,454
Law enforcement	-	-	-	215,249	-	-
Airport projects	-	-	-	-	264,625	-
Mass transit	-	-	-	-	-	-
Committed:						
Parks and recreation	503,284	-	-	-	-	-
Fire protection	-	855,318	-	-	-	-
Street improvements and repairs	-	-	3,629	-	-	-
Law enforcement	-	-	-	30,332	-	-
Unassigned	-	-	-	-	-	-
Total fund balances	<u>503,284</u>	<u>886,269</u>	<u>102,281</u>	<u>245,581</u>	<u>264,625</u>	<u>512,454</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 1,364,225</u>	<u>\$ 886,269</u>	<u>\$ 102,281</u>	<u>\$ 274,442</u>	<u>\$ 449,625</u>	<u>\$ 756,130</u>

MASS TRANSIT OPERATING	COMMUNITY CENTERS	CDBG FUND	GROUP INSURANCE	TOTAL
\$ 298,075	\$ 112,543	\$ 271,845	\$ 181,583	\$ 3,019,631
-	-	-	814,619	816,886
37,665	-	16,544	-	900,507
-	-	-	-	22,988
201,452	-	-	-	1,007,286
<u>\$ 537,192</u>	<u>\$ 112,543</u>	<u>\$ 288,389</u>	<u>\$ 996,202</u>	<u>\$ 5,767,298</u>
\$ 3,854	\$ 184	\$ 28,065	\$ -	\$ 287,312
28,724	13,215	5,884	-	282,231
-	25,457	-	996,202	1,050,520
-	-	300,000	-	300,000
<u>32,578</u>	<u>38,856</u>	<u>333,949</u>	<u>996,202</u>	<u>1,920,063</u>
200,000	-	-	-	1,000,000
<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,000,000</u>
-	-	-	-	30,951
-	-	-	-	611,106
-	-	-	-	215,249
-	-	-	-	264,625
304,614	-	-	-	304,614
-	73,687	-	-	576,971
-	-	-	-	855,318
-	-	-	-	3,629
-	-	-	-	30,332
-	-	(45,560)	-	(45,560)
<u>304,614</u>	<u>73,687</u>	<u>(45,560)</u>	<u>-</u>	<u>2,847,235</u>
<u>\$ 537,192</u>	<u>\$ 112,543</u>	<u>\$ 288,389</u>	<u>\$ 996,202</u>	<u>\$ 5,767,298</u>

SCHEDULE 6

CITY OF HATTIESBURG, MISSISSIPPI

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Special Revenue Funds
Year Ended September 30, 2013

	<u>PARKS & RECREATION</u>	<u>MUNICIPAL FIRE PROTECTION</u>	<u>SPECIAL STREET</u>	<u>POLICE FORFEITURES</u>	<u>AIRPORT IMPROVEMENT</u>	<u>MUNICIPAL ROAD & BRIDGE</u>
REVENUES						
General property taxes	\$ 823,113	\$ -	\$ -	\$ -	\$ -	\$ -
Fines, forfeitures and penalties	-	1,730	-	67,774	-	-
Interest, rents and concessions	1,376	3,956	1,235	79	118	2
Intergovernmental	88,147	245,107	54,522	-	524,573	3,907,221
Charges for services	33,882	95,652	-	9,602	-	-
Other revenues	344,820	275	-	-	25,985	181,000
Total revenues	<u>1,291,338</u>	<u>346,720</u>	<u>55,757</u>	<u>77,455</u>	<u>550,676</u>	<u>4,088,223</u>
EXPENDITURES						
Current:						
Public safety	-	149,614	-	86,183	-	-
Public services	-	-	159,472	-	-	4,141,976
Other services	-	-	-	-	520,786	-
Mass transit	-	-	-	-	-	-
Culture and recreation	3,089,535	-	-	-	-	-
Human/social assistance	-	-	-	-	-	-
Debt service:						
Principal payments	-	148,551	-	-	-	24,293
Interest and fiscal charges	-	23,537	-	-	-	5,690
Total expenditures	<u>3,089,535</u>	<u>321,702</u>	<u>159,472</u>	<u>86,183</u>	<u>520,786</u>	<u>4,171,959</u>
Excess (deficiency) of revenues over expenditures	(1,798,197)	25,018	(103,715)	(8,728)	29,890	(83,736)
OTHER FINANCING SOURCES						
Transfers in	2,102,234	-	-	-	100,000	-
Other sources	-	-	-	-	-	1,132
Total other financing sources	<u>2,102,234</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>1,132</u>
NET CHANGE IN FUND BALANCES	304,037	25,018	(103,715)	(8,728)	129,890	(82,604)
Fund balances - beginning	199,247	861,251	205,996	254,309	134,735	595,058
Prior period adjustment	-	-	-	-	-	-
Fund balances - beginning, as adjusted	<u>199,247</u>	<u>861,251</u>	<u>205,996</u>	<u>254,309</u>	<u>134,735</u>	<u>595,058</u>
Fund balances - ending	<u>\$ 503,284</u>	<u>\$ 886,269</u>	<u>\$ 102,281</u>	<u>\$ 245,581</u>	<u>\$ 264,625</u>	<u>\$ 512,454</u>

MASS TRANSIT OPERATING	COMMUNITY CENTERS	CDBG FUND	GROUP INSURANCE	TOTAL
\$ 204,867	\$ -	\$ -	\$ -	\$ 1,027,980
-	-	-	-	69,504
292	307	-	-	7,365
729,567	-	665,805	-	6,214,942
43,828	15,827	-	-	198,791
-	410,310	-	-	962,390
978,554	426,444	665,805	-	8,480,972
-	-	-	-	235,797
-	-	-	-	4,301,448
-	-	9,256	-	530,042
1,110,275	-	-	-	1,110,275
-	1,291,481	-	-	4,381,016
-	-	718,030	-	718,030
-	-	-	-	172,844
-	-	-	-	29,227
1,110,275	1,291,481	727,286	-	11,478,679
(131,721)	(865,037)	(61,481)	-	(2,997,707)
335,000	770,000	-	-	3,307,234
7,414	25	-	-	8,571
342,414	770,025	-	-	3,315,805
210,693	(95,012)	(61,481)	-	318,098
93,921	168,699	15,921	199,379	2,728,516
-	-	-	(199,379)	(199,379)
93,921	168,699	15,921	-	2,529,137
\$ 304,614	\$ 73,687	\$ (45,560)	\$ -	\$ 2,847,235

SCHEDULE 7

CITY OF HATTIESBURG, MISSISSIPPI

Combining Balance Sheet
Nonmajor Debt Service Funds
September 30, 2013

	1999 TIF BOND AND INTEREST	CITY BOND AND INTEREST	2002 TIF BOND AND INTEREST SOUTHERN POINTE	2004 TIF BOND AND INTEREST HOME DEPOT	2003 TIF BOND AND INTEREST CHAUVET SQUARE	2007 TIF BOND AND INTEREST TURTLE CROSSING	2008 TIF BOND AND INTEREST LINCOLN CENTER	2012 TIF BOND AND INTEREST KOHL'S	TOTAL
ASSETS									
Cash and cash equivalents	\$ 74,590	\$ 2,616,326	\$ 14,629	\$ 122,495	\$ 151,289	\$ 251,063	\$ 130,456	\$ 22,526	\$ 3,383,374
Property taxes receivable	-	2,820,407	-	-	-	-	-	-	2,820,407
Total assets	<u>\$ 74,590</u>	<u>\$ 5,436,733</u>	<u>\$ 14,629</u>	<u>\$ 122,495</u>	<u>\$ 151,289</u>	<u>\$ 251,063</u>	<u>\$ 130,456</u>	<u>\$ 22,526</u>	<u>\$ 6,203,781</u>
DEFERRED INFLOWS OF RESOURCES									
Unavailable revenue-property taxes	\$ -	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000
Total deferred inflows of resources	<u>-</u>	<u>2,800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,800,000</u>
FUND BALANCES									
Restricted:									
Debt service	<u>74,590</u>	<u>2,636,733</u>	<u>14,629</u>	<u>122,495</u>	<u>151,289</u>	<u>251,063</u>	<u>130,456</u>	<u>22,526</u>	<u>3,403,781</u>
Total fund balances	<u>74,590</u>	<u>2,636,733</u>	<u>14,629</u>	<u>122,495</u>	<u>151,289</u>	<u>251,063</u>	<u>130,456</u>	<u>22,526</u>	<u>3,403,781</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 74,590</u>	<u>\$ 5,436,733</u>	<u>\$ 14,629</u>	<u>\$ 122,495</u>	<u>\$ 151,289</u>	<u>\$ 251,063</u>	<u>\$ 130,456</u>	<u>\$ 22,526</u>	<u>\$ 6,203,781</u>

SCHEDULE 8

CITY OF HATTIESBURG, MISSISSIPPI

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Debt Service Funds
Year Ended September 30, 2013

	1999 TIF BOND AND INTEREST	CITY BOND AND INTEREST	2002 TIF BOND AND INTEREST SOUTHERN POINTE	2004 TIF BOND AND INTEREST HOME DEPOT	2003 TIF BOND AND INTEREST CHAUVET SQUARE	2007 TIF BOND AND INTEREST TURTLE CROSSING	2008 TIF BOND AND INTEREST LINCOLN CENTER	2012 TIF BOND AND INTEREST KOHL'S	TOTAL
REVENUES									
General property taxes	\$ 68,300	\$ 2,880,980	\$ -	\$ 57,051	\$ 203,625	\$ 360,899	\$ 67,533	\$ 68,410	\$ 3,706,798
Interest, rents and concessions	35	1,623	39,310	83	123	262	103	18	41,557
Intergovernmental	-	63,617	-	26,184	-	108,694	-	32,200	230,695
Other revenues	-	217,285	-	-	-	-	-	-	217,285
Total revenues	<u>68,335</u>	<u>3,163,505</u>	<u>39,310</u>	<u>83,318</u>	<u>203,748</u>	<u>469,855</u>	<u>67,636</u>	<u>100,628</u>	<u>4,196,335</u>
EXPENDITURES									
Current:									
Other services	-	106,553	35	-	-	-	-	-	106,588
Debt service:									
Principal payments	55,000	3,262,345	85,000	75,000	95,000	285,000	35,000	60,000	3,952,345
Interest and fiscal charges	10,928	616,708	4,375	9,095	99,210	153,276	20,250	33,940	947,782
Total expenditures	<u>65,928</u>	<u>3,985,606</u>	<u>89,410</u>	<u>84,095</u>	<u>194,210</u>	<u>438,276</u>	<u>55,250</u>	<u>93,940</u>	<u>5,006,715</u>
Excess (deficiency) of revenues over expenditures	2,407	(822,101)	(50,100)	(777)	9,538	31,579	12,386	6,688	(810,380)
OTHER FINANCING SOURCES									
Transfers in	-	399,335	-	-	-	-	-	49	399,384
Total other financing sources	<u>-</u>	<u>399,335</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>49</u>	<u>399,384</u>
NET CHANGE IN FUND BALANCES	2,407	(422,766)	(50,100)	(777)	9,538	31,579	12,386	6,737	(410,996)
Fund balances - beginning	<u>72,183</u>	<u>3,059,499</u>	<u>64,729</u>	<u>123,272</u>	<u>141,751</u>	<u>219,484</u>	<u>118,070</u>	<u>15,789</u>	<u>3,814,777</u>
Fund balances - ending	<u>\$ 74,590</u>	<u>\$ 2,636,733</u>	<u>\$ 14,629</u>	<u>\$ 122,495</u>	<u>\$ 151,289</u>	<u>\$ 251,063</u>	<u>\$ 130,456</u>	<u>\$ 22,526</u>	<u>\$ 3,403,781</u>

SCHEDULE 9

CITY OF HATTIESBURG, MISSISSIPPI

Combining Balance Sheet
Nonmajor Capital Project Funds
September 30, 2013

	MISSISSIPPI DEVELOPMENT BANK PROJECT	2001 BOND CONSTRUCTION	2011 TURTLE CROSSING CONSTRUCTION	KAMPER PARK/ZOO IMPROVEMENTS	TOTAL
ASSETS					
Cash and cash equivalents	\$ 109,797	\$ 145,361	\$ -	\$ 2,237	\$ 257,395
Total assets	<u>\$ 109,797</u>	<u>\$ 145,361</u>	<u>\$ -</u>	<u>\$ 2,237</u>	<u>\$ 257,395</u>
LIABILITIES	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCES					
Restricted:					
Parks and recreation projects	109,797	145,361	-	2,237	257,395
Total fund balances	<u>109,797</u>	<u>145,361</u>	<u>-</u>	<u>2,237</u>	<u>257,395</u>
Total liabilities and fund balances	<u>\$ 109,797</u>	<u>\$ 145,361</u>	<u>\$ -</u>	<u>\$ 2,237</u>	<u>\$ 257,395</u>

SCHEDULE 10

CITY OF HATTIESBURG, MISSISSIPPI

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Capital Project Funds
Year Ended September 30, 2013

	MISSISSIPPI DEVELOPMENT BANK PROJECT	2001 BOND CONSTRUCTION	2011 TURTLE CROSSING CONSTRUCTION	KAMPER PARK/ZOO IMPROVEMENTS	TOTAL
REVENUES					
Interest, rents and concessions	\$ 93	\$ 180	\$ -	\$ 31	\$ 304
Intergovernmental	6,346	-	-	-	6,346
Total revenues	<u>6,439</u>	<u>180</u>	<u>-</u>	<u>31</u>	<u>6,650</u>
EXPENDITURES					
Current:					
Culture and recreation	5,492	42,268	-	83,900	131,660
Total expenditures	<u>5,492</u>	<u>42,268</u>	<u>-</u>	<u>83,900</u>	<u>131,660</u>
Excess (deficiency) of revenues over expenditures	947	(42,088)	-	(83,869)	(125,010)
OTHER FINANCING SOURCES (USES)					
Transfers out	-	-	(49)	-	(49)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(49)</u>	<u>-</u>	<u>(49)</u>
NET CHANGE IN FUND BALANCES	947	(42,088)	(49)	(83,869)	(125,059)
Fund balances - beginning	<u>108,850</u>	<u>187,449</u>	<u>49</u>	<u>86,106</u>	<u>382,454</u>
Fund balances - ending	<u>\$ 109,797</u>	<u>\$ 145,361</u>	<u>\$ -</u>	<u>\$ 2,237</u>	<u>\$ 257,395</u>

SCHEDULE 11

PAGE 1 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Departmental Expenditures - Budgetary Basis
General Fund
Year Ended September 30, 2013**

	PERSONAL SERVICES	SUPPLIES & EXPENSES
GENERAL GOVERNMENT		
City Council	\$ 198,040	\$ 2,029
Mayor/Administration	544,637	8,120
Elections	-	3,833
Municipal Clerk	150,804	3,541
Accounting Division	260,417	3,662
Purchasing Division	133,325	3,578
City Attorney	92,826	-
Human Resources Division	165,404	7,352
Loss Control Division	104,650	3,673
Planning Division	401,748	22,871
Data Processing	382,533	51,917
Metro Planning	200,795	9,006
General Government Building	-	16,445
General Government - Other	1,961	820
Intermodal Facility	-	10,906
Federal Grant Administration	75,706	2,175
City Court	781,361	16,426
Total General Government	3,494,207	166,354
PUBLIC SAFETY		
Police Department	8,514,128	758,424
Police and Fire Training	31,932	148,145
Fire Department	6,489,542	293,361
Land Use Code	520,525	29,528
Contractual Services	193,297	-
Total Public Safety	15,749,424	1,229,458
PUBLIC SERVICE		
Traffic Maintenance	302,873	184,586
Street Division	1,381,252	419,644
Street Lights	-	-
Engineering	323,674	17,119
Shop Division	408,327	40,867
Garage and Office	264,796	11,027
Drainage Division	174,932	53,126
Construction Division	595,465	191,832
Sanitation Division	1,147,483	325,288
Street Cleaning Division	63,446	13,200
Public Works – Health Division	369,455	143,607
Total Public Service	5,031,703	1,400,296

OTHER SERVICES/ CHARGES	CAPITAL OUTLAYS	DEBT SERVICE	TOTAL
\$ 102,981	\$ 41,521	\$ -	\$ 344,571
75,830	-	-	628,587
94,239	-	-	98,072
22,219	-	-	176,564
775	-	-	264,854
720	-	-	137,623
7,842	-	-	100,668
4,009	-	-	176,765
2,151	-	-	110,474
121,613	-	-	546,232
222,084	404,877	-	1,061,411
69,353	-	-	279,154
90,437	-	-	106,882
1,482,547	-	-	1,485,328
49,601	-	-	60,507
2,002	-	-	79,883
38,797	-	-	836,584
<u>2,387,200</u>	<u>446,398</u>	<u>-</u>	<u>6,494,159</u>
453,690	869,361	-	10,595,603
116,730	74,694	-	371,501
264,414	20,380	-	7,067,697
35,985	35,084	-	621,122
1,939,376	-	-	2,132,673
<u>2,810,195</u>	<u>999,519</u>	<u>-</u>	<u>20,788,596</u>
129,992	119,048	-	736,499
148,335	10,438	-	1,959,669
1,069,183	-	-	1,069,183
459,180	-	-	799,973
40,142	-	-	489,336
12,460	454	-	288,737
412,549	308,423	-	949,030
77,913	20,519	-	885,729
1,642,145	-	-	3,114,916
5,396	204,793	-	286,835
2,765	-	-	515,827
<u>4,000,060</u>	<u>663,675</u>	<u>-</u>	<u>11,095,734</u>

SCHEDULE 11
PAGE 2 OF 2

CITY OF HATTIESBURG, MISSISSIPPI

**Statement of Departmental Expenditures - Budgetary Basis
General Fund
Year Ended September 30, 2013**

	PERSONAL SERVICES	SUPPLIES & EXPENSES
HEALTH AND WELFARE		
Human/Social Assistance	\$ -	\$ -
Total Health and Welfare	-	-
ECONOMIC DEVELOPMENT		
Economic Development	-	-
Total Economic Development	-	-
OTHER SERVICES		
Animal Control	103,159	15,735
Airport	97,807	36,640
Cemetery	610,935	100,212
Parking Operations	182,470	4,272
Total Other Services	994,371	156,859
DEBT SERVICE	-	-
TOTAL DEPARTMENTAL EXPENDITURES	\$ 25,269,705	\$ 2,952,967

OTHER SERVICES/ CHARGES	CAPITAL OUTLAYS	DEBT SERVICE	TOTAL
<u>\$ 152,293</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 152,293</u>
<u>152,293</u>	<u>-</u>	<u>-</u>	<u>152,293</u>
 160,000	 -	 -	 160,000
<u>160,000</u>	<u>-</u>	<u>-</u>	<u>160,000</u>
 121,014	 -	 -	 239,908
41,275	10,082	-	185,804
45,042	15,916	-	772,105
40,061	10,000	-	236,803
<u>247,392</u>	<u>35,998</u>	<u>-</u>	<u>1,434,620</u>
 -	 -	 1,805,185	 1,805,185
<u>\$ 9,757,140</u>	<u>\$ 2,145,590</u>	<u>\$ 1,805,185</u>	<u>\$ 41,930,587</u>

SCHEDULE 12

CITY OF HATTIESBURG, MISSISSIPPI

**Combining Statement of Other Fiduciary Funds, Assets, and Liabilities
Agency Funds
September 30, 2013**

	Payroll Withholding Fund
ASSETS	
Cash and cash equivalents	\$ 355,336
Property taxes and fees receivable	-
Sales tax receivable	-
<i>Total assets</i>	<u>\$ 355,336</u>
LIABILITIES	
Employee contributions payable	\$ 354,607
Due to other agencies	-
Other liabilities	729
Amounts held in custody for others	-
<i>Total liabilities</i>	<u>\$ 355,336</u>

Tax Collectors Fund	Hattiesburg Special Sales Tax	Industrial Park Fund	Total
\$ 1,006,838	\$ -	\$ 831,447	\$ 2,193,621
325,992	-	-	325,992
-	418,331	-	418,331
<u>\$ 1,332,830</u>	<u>\$ 418,331</u>	<u>\$ 831,447</u>	<u>\$ 2,937,944</u>
\$ -	\$ -	\$ -	\$ 354,607
1,300,907	418,331	-	1,719,238
31,923	-	-	32,652
-	-	831,447	831,447
<u>\$ 1,332,830</u>	<u>\$ 418,331</u>	<u>\$ 831,447</u>	<u>\$ 2,937,944</u>

SCHEDULE 13

CITY OF HATTIESBURG, MISSISSIPPI

**Schedule Of Surety Bonds For Municipal Officials
September 30, 2013**

<u>Name</u>	<u>Position</u>	<u>Insurance Company</u>	<u>Amount</u>
Kim Bradley	Council Member	Brierfield Insurance Co.	\$ 100,000
Deborah Denard Delgado	Council Member	Brierfield Insurance Co.	100,000
Carter Carroll	Council Member	Brierfield Insurance Co.	100,000
Mary Dryden	Council Member	Brierfield Insurance Co.	100,000
Henry E. Naylor	Council Member	Brierfield Insurance Co.	100,000
Eddie R. Myers	City Clerk	Brierfield Insurance Co.	100,000
Frazier Bolton	Police Chief	Brierfield Insurance Co.	50,000

SCHEDULE 14

CITY OF HATTIESBURG, MISSISSIPPI

**Full Cost Accounting
Solid Waste Management Services
Year Ended September 30, 2013**

EXPENSES - Sanitation Cost Center (General Fund):

Personnel costs	\$ 1,147,483
Supplies	325,288
Other services and charges	1,642,145
Total expenses (other than capital outlay) Sanitation Cost Center	<u>3,114,916</u>

Interest on capital leases - sanitation trucks and containers 52,530

Depreciation expense 667,576

Allocation of certain expenses in Other Cost Centers:

50% of shop cost center - Repair and maintenance	244,668
Indirect cost allocation - 10% of administration cost centers	<u>320,319</u>

Total calculated expenses - full cost basis \$ 4,400,009

Number of tons of solid waste collected and disposed of by City:

Sanitation trucks:	
Garbage (tons)	12,324 tons
Trash (tons)	<u>4,110 tons</u>
<i>Total tons solid waste</i>	<u>16,434 tons</u>

Distribution of residential and non-residential costs:

Residential (84%)	\$ 3,696,009
Non-residential (16%)	<u>704,000</u>
<i>Total distribution</i>	<u>\$ 4,400,009</u>

NOTES:

Pursuant to Section 17-17-347 of the Mississippi Code, this schedule is presented to provide a full cost accounting of sanitation services. "Residential" solid waste service includes routine household garbage and yard waste collections and disposal. Additionally, duplexes and smaller apartments with individual water meters are also considered to be "residential" customers. "Non-residential" would include garbage and trash service to City-owned facilities, overgrown lot and demolition debris, waste generated by tree crews or other city departments. The City "Commercial" solid waste service was discontinued in the fall months of 2000. The distribution of "Residential" and "Non-residential" at 84/16 is based upon regularly scheduled direct labor hours. Unusual occurrences, such as severe storm damage or demolition of large structures will cause significant fluctuations both in labor hours and debris removal costs. Calculations in this schedule include changes in methodology first utilized in fiscal year 1996 as a result of State Department of Audit performance audit recommendations.

SCHEDULE 15

CITY OF HATTIESBURG, MISSISSIPPI

**Water & Sewer Budget Basis Operation and Maintenance Cost Centers
Year Ended September 30, 2013**

	Personal Services	Supplies and Expenses	Other Services and Charges	Capital Outlays	Total
Office	\$ 329,903	\$ 30,013	\$ 91,669	\$ 25,822	\$ 477,407
Transmission	615,761	175,967	416,539	10,726	1,218,993
Plant	533,550	119,596	871,688	8,320	1,533,154
Sewer	554,213	294,404	1,224,167	304,840	2,377,624
Sewer lagoon	209,769	289,772	1,250,780	3,646	1,753,967
Total expenses	\$ 2,243,196	\$ 909,752	\$ 3,854,843	\$ 353,354	\$ 7,361,145

SCHEDULE 16

CITY OF HATTIESBURG, MISSISSIPPI

**Water & Sewer Budget Basis Balance Sheets
Year Ended September 30, 2013**

	WATER & SEWER REVENUE FUND	WATER & SEWER O & M FUND	WATER & SEWER CONSTRUCTION FUND
ASSETS			
<i>CURRENT ASSETS</i>			
Cash and cash equivalents	\$ 2,712,012	\$ 756,558	\$ 1,313,490
Cash with fiscal agent	-	-	-
Due from other funds	-	664,358	11,598
Total current assets	<u>2,712,012</u>	<u>1,420,916</u>	<u>1,325,088</u>
<i>Total assets</i>	<u><u>\$ 2,712,012</u></u>	<u><u>\$ 1,420,916</u></u>	<u><u>\$ 1,325,088</u></u>
LIABILITIES AND RETAINED EARNINGS			
<i>CURRENT LIABILITIES</i>			
Accounts payable	\$ -	\$ 17,302	\$ 11,240
Due to other funds	-	-	-
Total current liabilities	<u>-</u>	<u>17,302</u>	<u>11,240</u>
Total liabilities	<u>-</u>	<u>17,302</u>	<u>11,240</u>
<i>RETAINED EARNINGS</i>	<u>2,712,012</u>	<u>1,403,614</u>	<u>1,313,848</u>
<i>Total liabilities and retained earnings</i>	<u><u>\$ 2,712,012</u></u>	<u><u>\$ 1,420,916</u></u>	<u><u>\$ 1,325,088</u></u>

WATER & SEWER BOND & INTEREST FUND	WATER & SEWER USA YEAST B & I FUND	2012 WATER & SEWER CONSTRUCTION FUND	2010 WATER & SEWER CONSTRUCTION FUND	2009 WATER & SEWER CONSTRUCTION FUND
\$ 1,146,869	\$ 18,082	\$ -	\$ -	\$ 33,869
598,974	-	789,168	359,361	-
307,038	25,833	-	-	-
<u>2,052,881</u>	<u>43,915</u>	<u>789,168</u>	<u>359,361</u>	<u>33,869</u>
<u>\$ 2,052,881</u>	<u>\$ 43,915</u>	<u>\$ 789,168</u>	<u>\$ 359,361</u>	<u>\$ 33,869</u>
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	600,000	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>600,000</u>	<u>-</u>
-	-	-	600,000	-
<u>2,052,881</u>	<u>43,915</u>	<u>789,168</u>	<u>(240,639)</u>	<u>33,869</u>
<u>\$ 2,052,881</u>	<u>\$ 43,915</u>	<u>\$ 789,168</u>	<u>\$ 359,361</u>	<u>\$ 33,869</u>

SCHEDULE 17

CITY OF HATTIESBURG, MISSISSIPPI

**Water & Sewer Budget Basis Statements of Revenues, Expenses, and Changes in Fund Balances
Year Ended September 30, 2013**

	WATER & SEWER REVENUE FUND	WATER & SEWER O & M FUND	WATER & SEWER CONSTRUCTION FUND
OPERATING REVENUES	<u>\$ 14,622,093</u>	<u>\$ -</u>	<u>\$ -</u>
OPERATING EXPENSES			
Personal services	-	2,243,189	-
Supplies and expenses	-	3,854,850	-
Other services and charges	15,783	909,752	453,443
Capital outlays	-	353,354	10,737,611
Total operating expenses	<u>15,783</u>	<u>7,361,145</u>	<u>11,191,054</u>
OPERATING INCOME (LOSS)	<u>14,606,310</u>	<u>(7,361,145)</u>	<u>(11,191,054)</u>
NON-OPERATING REVENUES (EXPENSES)			
Principal payments on notes	(358,804)	-	-
Interest expense	(74,454)	-	-
Bonds redeemed	-	-	-
Interest revenue	2,496	2,656	1,810
Rents	-	-	65,003
Proceeds from general obligation note	-	-	3,000,000
Intergovernmental revenues	-	-	2,484,331
Other revenue	1,900	29,405	-
Total non-operating revenues (expenses)	<u>(428,862)</u>	<u>32,061</u>	<u>5,551,144</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	<u>14,177,448</u>	<u>(7,329,084)</u>	<u>(5,639,910)</u>
OPERATING TRANSFERS			
Operating transfers in	-	7,972,296	1,973,719
Operating transfers out	<u>(14,197,950)</u>	<u>-</u>	<u>-</u>
Total operating transfers	<u>(14,197,950)</u>	<u>7,972,296</u>	<u>1,973,719</u>
NET INCOME (LOSS)	<u>(20,502)</u>	<u>643,212</u>	<u>(3,666,191)</u>
RETAINED EARNINGS, beginning of year	<u>2,732,514</u>	<u>760,402</u>	<u>4,980,039</u>
RETAINED EARNINGS, end of year	<u>\$ 2,712,012</u>	<u>\$ 1,403,614</u>	<u>\$ 1,313,848</u>

WATER & SEWER BOND & INTEREST FUND	WATER & SEWER USA YEAST B & I FUND	2012 WATER & SEWER CONSTRUCTION FUND	2010 WATER & SEWER CONSTRUCTION FUND	2009 WATER & SEWER CONSTRUCTION FUND
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	-	-	10,500
-	-	7,206,664	841,227	5,395
-	-	7,206,664	841,227	15,895
-	-	(7,206,664)	(841,227)	(15,895)
-	-	-	-	-
(1,214,316)	(23,100)	-	-	-
(2,070,000)	(385,000)	-	-	-
697	174	544	427	47
-	-	-	-	-
-	-	-	-	-
-	-	-	781,453	-
-	-	-	-	-
(3,283,619)	(407,926)	544	781,880	47
(3,283,619)	(407,926)	(7,206,120)	(59,347)	(15,848)
3,684,460	310,000	-	-	-
-	-	-	-	-
3,684,460	310,000	-	-	-
400,841	(97,926)	(7,206,120)	(59,347)	(15,848)
1,652,040	141,841	7,995,288	(181,292)	49,717
\$ 2,052,881	\$ 43,915	\$ 789,168	\$ (240,639)	\$ 33,869

SCHEDULE 18
PAGE 1 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<i>U.S. Department of Agriculture</i>			
Natural Resources Conservation Service			
U.S. Army Corp of Engineers			
Emergency Watershed Protection Program - Mississippi Environmental Infrastructure Section 592	10.923	280351103, 280351108	<u>\$ 143,869</u>
Total U.S. Department of Agriculture			<u>143,869</u>
<i>U.S. Department of Housing and Urban Development</i>			
Pass-Through Programs From:			
Governor's Department of Housing and Urban Development			
<i>CDBG Entitlement Grants - Cluster:</i>			
Community Development Block Grants/Entitlement Grants	14.218	MC-28-0006	<u>484,863</u>
Total - <i>CDBG Entitlement Grants Cluster</i>			<u>484,863</u>
HOME Investment Partnerships Program	14.239	MC-28-0201	<u>265,242</u>
Pass-Through Programs From:			
Mississippi Development Authority			
Community Development Block Grants/State's Program:			
Katrina Community Revitalization - Water Plant #2	14.228	R-110-205-02-GZ	77,809
Katrina Community Revitalization - USA Yeast Wastewater Pretreatment	14.228	R-103-205-03-KED	<u>3,066,844</u>
Total Community Development Block Grants/State's Program			<u>3,144,653</u>
Economic Development Initiative - Special Project, Neighborhood Initiative and Miscellaneous Grants	14.251	B-10-SP-MS-0101	<u>5,206</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
PAGE 2 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<i>U.S. Department of Housing and Urban Development (cont.)</i>			
Pass-Through Programs From:			
Community Challenge Planning Grants and Department of Transportation's Tiger II Planning Grants	14.704	CCPMS001410	<u>\$ 8,642</u>
Total U.S. Department of Housing and Urban Development Pass-Through Programs			<u>3,908,606</u>
<i>U.S. Department of Justice</i>			
Pass-Through Programs From:			
Office of Justice Programs Juvenile Accountability Block Grants	16.523	2010-JB-FX-0090	<u>10,746</u>
Pass-Through Programs From:			
Office of Justice Programs OVW Technical Assistance Initiative	16.526	11-WF-AX-0046	17,895
OVW Technical Assistance Initiative	16.526	12-WF-AX-0056	<u>4,838</u>
			<u>22,733</u>
Bulletproof Vest Partnership Program	16.607		<u>11,205</u>
Project Safe Neighborhoods	16.609	2008-GP-CX-4077	<u>10,031</u>
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2011-DJ-BX-3393	36,721
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2012-DJ-BX-1161	24,051
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2012-DJ-BX-0444	<u>62,642</u>
			<u>123,414</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
PAGE 3 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<i>U.S. Department of Justice (Cont.)</i>			
<i>Office of Justice Programs (Cont.)</i>			
Criminal and Juvenile Justice and Mental Health Collaboration Program	16.745	2009MOBX0033	\$ 17,741
Total U.S. Department of Justice Pass-Through Programs			195,870
<i>U.S. Department of Transportation</i>			
Federal Aviation Administration			
Airport Improvement Program	20.106	3-28-0031-0020-2013	385,386
Airport Improvement Program	20.106	3-28-0031-0019-2012	83,322
			468,708
Federal Transit Administration			
<i>Federal Transit Cluster:</i>			
ARRA - Federal Transit Capital Investment Grants	20.500	MS-96-X001	233,438
Federal Transit Formula Grants:			
Mass Transit Preventative	20.507	MS-90-X078	31,591
Mass Transit Operating	20.507	MS-90-4082	66,671
Mass Transit Capital	20.507	MS-90-X086	14,034
Mass Transit Capital	20.507	MS-90-4086	213,205
Mass Transit Capital	20.507	MS-90-0086	173,325
Total - Federal Transit Formula Grants			498,826
Total - Federal Transit Cluster			732,264
Total U.S. Department of Transportation Direct Programs			1,200,972

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
PAGE 4 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<i>U.S. Department of Transportation (Cont.)</i>			
Federal Highway Administration			
Pass-Through Programs From:			
Mississippi Department of Transportation			
Highway Planning and Construction:			
Metropolitan Planning Organization	20.205	MS-80-0002/502304-101000	\$ 306,916
Urban Youth Corps Transportation Enhancement Project	20.205	STP-9999-09(032)/106638-308000	28,428
Fourth Street Improvements	20.205	HPP-8750-00(003)/104873/801000	1,140,714
Safe Routes to Schools Project (Woodley)	20.205	SRSP-0210-00(024)	3,036
Safe Routes to Schools Project (Rowan)	20.205	SRSP-0210-00(020) & (019)	11,279
Traffic Signal -Bonhomie/Tatum	20.205	STP-8791-00(001)/106430-701000	12,823
Traffic Signal US Hwy 11/Parkway Blvd.	20.205	STP-9339-00(008)/106005-701000	15,057
Western Beltway	20.205	STPD-8776-00(004)/105844/811000	97,362
Hardy Street Widening	20.205	HPP-6098-00(007)/105194-801000	556,165
ARRA - Chain Park Trail Phase II Enhancement Project	20.205	STP-0210-00(021)/105245-702000	286
Total - Highway Planning and Construction			<u>2,172,066</u>
National Highway Traffic Safety Administration			
Pass-Through Programs From:			
Office of Highway Safety			
Alcohol Open Container Requirements	20.607	13-TA-2151	<u>82,184</u>
Total U.S. Department of Transportation Pass-Through Programs			<u>2,254,250</u>
Total U.S. Department of Transportation			<u>3,455,222</u>

The accompanying notes are an integral part of this schedule.

SCHEDULE 18
PAGE 5 OF 5

CITY OF HATTIESBURG, MISSISSIPPI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<i>U.S. Department of Homeland Security</i>			
Pass-Through Program From:			
Mississippi Office of Homeland Security			
Homeland Security Grant Program	97.067	E10HS205T	\$ 21,382
Homeland Security Grant Program	97.067	A10HS205T	45,000
Homeland Security Grant Program	97.067	11HS205T	10,020
			<u>76,402</u>
Pass-Through Programs From:			
Mississippi Emergency Management Agency			
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4101-DR-MS	1,264,649
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4081-DR-MS	27,935
			<u>1,292,584</u>
Total U.S. Department of Homeland Security Pass-Through Programs			<u>1,368,986</u>
<i>Total Expenditures of Federal Awards</i>			<u><u>\$ 9,072,553</u></u>

The accompanying notes are an integral part of this schedule.

CITY OF HATTIESBURG

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the City of Hattiesburg under programs of the federal government for the year ended September 30, 2013. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the City of Hattiesburg, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City of Hattiesburg.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures - Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

Pass-Through Entity Identifying Numbers - Pass-through entity identifying numbers are presented when available.

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Schedule 19

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the City of Hattiesburg, Mississippi's basic financial statements and have issued our report thereon dated June 27, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Hattiesburg, Mississippi's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2013-01 to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Hattiesburg, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. However, certain instances of state law non-compliance are reported in the Report on Compliance with State Laws and Regulations.

City of Hattiesburg's Response to Findings

The City of Hattiesburg, Mississippi's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

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Schedule 20

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Report on Compliance for Each Major Federal Program

We have audited the City of Hattiesburg, Mississippi's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City of Hattiesburg, Mississippi's major federal programs for the year ended September 30, 2013. The City of Hattiesburg, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City of Hattiesburg, Mississippi's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Hattiesburg, Mississippi's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City of Hattiesburg, Mississippi's compliance.

Basis for Qualified Opinion on the Federal Transit Formula Grant Program

As described in the accompanying schedule of findings and questioned costs, the City of Hattiesburg, Mississippi did not comply with requirements regarding CFDA 20.507 Federal Transit Formula Grants Program as described in Finding 2013-02 for Cash Management. Compliance with such requirement is necessary, in our opinion, for the City of Hattiesburg, Mississippi to comply with the requirements applicable to that program.

Qualified Opinion on the Federal Transit Formula Grant Program

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the City of Hattiesburg, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Federal Transit Formula Grants Program for the year ended September 30, 2013.

Unmodified Opinion on Each of the Other Major Federal Programs

In our opinion, the City of Hattiesburg, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended September 30, 2013.

Other Matters

The City's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the City of Hattiesburg, Mississippi is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of Hattiesburg, Mississippi's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control over compliance.

To the Honorable Mayor and Members of the City Council
City of Hattiesburg, Mississippi

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies as described in the accompanying schedule of findings and questioned costs as item 2013-02. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The City of Hattiesburg, Mississippi's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Hattiesburg, Mississippi's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

SCHEDULE 21
PAGE 1 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

<u>Opinion Unit</u>	<u>Opinion</u>
Governmental Activities	Qualified
Business-type Activities	Qualified
Discretely Presented Component Unit	Unmodified
General Fund	Unmodified
Aggregate Remaining Governmental Funds	Unmodified
Combined Water and Sewer System	Qualified

Internal control over financial reporting:

Material weakness identified?	Yes
Significant deficiency identified not considered to be a material weakness?	None reported

Noncompliance material to financial statements noted?	No
---	----

Federal Awards

Internal control over major programs:

Material weakness identified?	No
Significant deficiency identified not considered to be a material weakness?	Yes

Type of auditor's report issued on compliance for major programs:

Unmodified for all major programs, except for the Federal Transit
Formula Grant which was Qualified

Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)?	Yes
---	-----

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
14.228	Community Development Block Grants/State's Program

SCHEDULE 21
PAGE 2 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section I - Summary of Auditor's Results (Cont.)

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
	<i>Federal Transit Cluster:</i>
20.500	ARRA-Federal Transit Capital Investment Grants
20.507	Federal Transit Formula Grants
97.036	Disaster Grants-Public Assistance (Presidentially Declared Disasters)

Dollar threshold used to distinguish between Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee? No

Section II - Financial Statement Findings

Finding:

Finding 2013-01
Material Weakness

Criteria - Utilization of appropriate service cut-off requirements is an inherent component of the revenue billings and collections function for municipal utility systems. The City should have procedures in place that require consistent application of cut-off procedures for delinquent water services billings.

Condition - The policy in place did not consistently require the termination of water services nor the payment of past due amounts prior to the resumption of services due to management override of internal controls. The City did have an informally adopted policy in place (due to obsolete or inaccurate provisions included in the applicable ordinance), but this policy was not uniformly enforced.

Context - Pursuant to our fiscal year 2013 audit procedures that included interviews with water and sewer department employees as well as the examination of specific account histories, we noted significant inconsistencies with the City's enforcement of the existing water cut-off policies.

Effect - The City's consistent enforcement of water services cut-off policies is an important component of its ability to realize water and sewer budgetary projections and to ensure compliance with applicable contractual and statutory requirements.

SCHEDULE 21
PAGE 3 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section II - Financial Statement Findings (Cont.)

Finding 2013-01: (Cont.)

Cause - The City's internal control policies and procedures failed to require consistent enforcement of existing water services cut-off policies because of management overrides of internal controls.

Recommendation - With the adoption of an updated water services cut-off ordinance, the City should implement procedures that will ensure consistent enforcement of the adopted policy. These procedures should include appropriate segregation of duties that will allow for the water billing function to independently facilitate these procedures as authorized by the adopted ordinance.

Views of Responsible Officials - On February 18, 2014, the City updated its water and sewer ordinance that is to be applied consistently to all water and sewer accounts.

Section III - Federal Awards Findings and Questioned Costs

Finding:

Finding 2013-02
Significant Deficiency

CFDA No. 20.507 Federal Transit Formula Grants
U.S. Department of Transportation
Federal Transit Administration
Pass-Through Entity Identifying Numbers:

Criteria - The requirements for cash management are contained in the A-102 Common Rule ((§____.21), OMB Circular A-110 (2 CFR section 215.22), 45 CFR 74.22, 45 CFR 92.21, Treasury regulations at 31 CFR part 205, program legislation, Federal awarding agency regulations, and conditions of the award. Non-federal entities shall include in their internal controls policies and procedures designed to allow for compliance with applicable cash management requirements.

Condition - During fiscal year ended September 30, 2013, the City inadvertently included in cash reimbursement requests transactions that had been initiated but not yet paid by the City.

SCHEDULE 21
PAGE 4 OF 4

CITY OF HATTIESBURG, MISSISSIPPI

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013**

Section III - Federal Awards Findings and Questioned Costs (Cont.)

Finding 2013-02: (Cont.)

Context - Pursuant to our fiscal year 2013 audit procedures which included examination of cash management compliance documentation, we noted that the City had utilized expenditure reports that included both cash transactions and items that had not yet been paid for as the basis for reimbursement requests.

Effect - The City received reimbursements for the above-described transactions prematurely based upon the reimbursement methodology that was applicable to this grant.

Cause - The City's internal control policies and procedures that was being utilized to compile reimbursement requests failed to delineate items that were received but not yet paid for.

Recommendation - The City's Accounting Department should implement procedures that will ascertain that reimbursement requests are compiled based upon reliable expenditure reports that accurately identify transaction that have been paid for in order to allow for reimbursements to be made exclusively on those transactions.

Views of Responsible Officials - The City's Corrective Action Plan is presented on page 134.

CITY OF HATTIESBURG, MISSISSIPPI

AUDITEE CORRECTIVE ACTION PLAN

Year Ended September 30, 2013



Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

Auditee Corrective Action Plan

Finding 2013-01

Program: Federal Transit Formula Grants
CFDA No.: 20.507
Federal Agency: U.S. Department of Transportation
Award Year: Fiscal Year 2012-2013
Compliance Requirement: Cash Management
Questioned Costs: None

Department's Response:

The Department of Administration concurs with the finding.

Corrective Action Plan:

Response from the Department of Administration:

The City of Hattiesburg Administration will ensure that only expenditures that have actually been paid will be submitted for reimbursement. The City was using our expenditure report, which is on the accrual basis of accounting to prepare for our monthly draw down. However, we are now using the docket of expenditures paid, to compile our monthly draw down request. By using the docket we are ensuring that all expenditures included in the reimbursement request have been paid at the time of the request.

Name of Responsible Person: Connie Everett, CFO

Name of Department Contact: Lisa Hanson, Comptroller

Expected date of Completion: December 1, 2013

CITY OF HATTIESBURG, MISSISSIPPI
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended September 30, 2013



Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

**Summary Schedule of Prior Audit Findings
Year Ended September 30, 2013**

The following is an update of the prior audit finding and is prepared in accordance with the Office of Management and Budget Circular A-133, Section .315(b).

2012-1 Summary of prior audit finding - Controls over Davis-Bacon compliance procedures should be implemented, when applicable, in order to ascertain that construction contracts financed with federal funds include the prevailing wage rate clause required by the Davis-Bacon Act.

CFDA 12.UNKNOWN U.S. Department of Defense/U.S. Army Corps of Engineers

Status - FULLY CORRECTED

The City has emphasized the importance of the Davis-Bacon compliance, when applicable, with the awarding of construction contracts financed with federal funds. Procedures have been implemented that include the prevailing wage rate clause required by the Davis-Bacon Act by utilizing a checklist for all new construction contracts. The checklist will ensure that the Davis-Bacon provisions have been considered and are being properly applied when applicable. Additionally, a letter will be sent out to all City contracted engineers that are overseeing construction projects using federal dollars. The letter will serve as a reminder that they must make a determination as to whether Davis-Bacon provisions apply, and if so, they must require all contractors and subcontractors to submit weekly certified payrolls.

Contact: Lisa Hanson, Comptroller

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Schedule 22

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
 WITH STATE LAWS AND REGULATIONS**

To the Honorable Mayor and City Council
 City of Hattiesburg, Mississippi

We were engaged to audit the basic financial statements of City of Hattiesburg, Mississippi for the year ended September 30, 2013, and have issued our report dated June 27, 2014. We have conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with state laws and regulations was not the objective of our audit and, accordingly, we do not express such an opinion.

The results of those procedures and our audit of the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information disclosed the following instances of noncompliance with laws and regulations:

CITY CLERK'S OFFICE

1. All ordinances have been entered into the ordinance book and included in the minutes, but a determination was made that the City's water and sewer rate ordinance contains obsolete or misstated provisions.

Finding

Mississippi Code Ann. (1972) Sections 21-13-13, requires that all ordinances be entered into the ordinance book and included in the minutes. Section 28-14 of the City's Ordinance Book specifies that the "...failure to pay any water bill on or before 15 days of statement shall subject the customer, consumer or user of the water to the loss and discontinuance of his water service and supply without notice." The ordinance also requires full payment of the balance due along with a recontinuance charge of \$30.00 before water service and supply can be resumed. Whereas this ordinance has been properly recorded, it was found to contain language that was either obsolete or erroneous when compared to the City's existing water and sewer billings and collection policies and procedures.

Recommendation

The Administration should ascertain that all adopted ordinances accurately reflect the City's existing policies and procedures that have been implemented pursuant to the timely collection of the City's water and sewer billing function.

City Clerk's Response

The City Administration agrees with this finding, and on February 18, 2014 the water and sewer ordinance was amended to reflect the City's policies and procedures applicable to the water and sewer billing function.

2. The city court's accounting procedures do not allow for accurate and timely aging reports for cases for which partial payments have been authorized.

Finding

Mississippi Code Section 21-23-11 explains that the municipal court clerk shall administer the collection and settlement of collections. Mississippi law requires the Office of the State Auditor to prescribe procedures for the handling of certain court funds, including partial payment accounting. When partial payment basis is allowed, the municipal court must maintain receivable records that include all pertinent information along with running totals of amounts due. The prescribed Municipal Court Procedures require that "...periodically, analysis should be made to determine such things as the age of accounts. Reports should be made to the judge and board/council containing such information as they may require. It is important that a record be kept to account for each defendant's charges, payments, balances due and status; and that the information be used." The City was not able to readily produce reliable aging reports of outstanding fines as of September 30, 2013 (approximated at \$21.4 million), and, accordingly, the determination was made that the requirement for periodic reports are not being processed in order to monitor partial payment collections.

Recommendation

The Administration should ascertain that the accounting software in use by the Municipal Courts is being properly utilized in order to allow for reliable periodic reports of outstanding fines to be processed. Additionally, policies and procedures should be implemented to allow for an appropriate administrative review function as required by state law.

City Clerk's Response

The Administration will ascertain that the Municipal Courts software is being properly utilized, and that policies and procedures are in place to allow for periodic reviews of reports of outstanding balances.

This report is intended for the information of the City of Hattiesburg, Mississippi's management, Honorable Mayor and the City Council, and the Mississippi Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

STATISTICAL INFORMATION
(UNAUDITED)

TABLE 1

CITY OF HATTIESBURG, MISSISSIPPI

**NET POSITION BY COMPONENTS ⁽¹⁾
LAST NINE FISCAL YEARS**

	FISCAL YEAR								
	2013	2012	2011	2010	2009	2008	2007	2006	2005
GOVERNMENTAL ACTIVITIES:									
Invested in capital assets, net of related debt	\$ 112,905,526	\$ 108,901,420	\$ 94,987,280	\$ 93,714,770	\$ 94,294,279	\$ 94,307,180	\$ 93,482,416	\$ 85,543,514	\$ 79,339,867
Restricted for:									
Capital projects			915,715	3,047,031	3,161,144	277,340	421,986	355,132	236,730
Debt service	3,403,781	535,670	4,202,271	4,001,449	3,634,390	2,831,189	2,361,894	1,711,307	1,556,481
Unrestricted	10,786,997	13,801,803	12,534,415	11,374,445	8,926,370	10,695,572	12,335,482	11,324,642	7,549,683
Governmental activities net position	<u>\$ 127,096,304</u>	<u>\$ 123,238,893</u>	<u>\$ 112,639,681</u>	<u>\$ 112,137,695</u>	<u>\$ 110,016,183</u>	<u>\$ 108,111,281</u>	<u>\$ 108,601,778</u>	<u>\$ 98,934,595</u>	<u>\$ 88,682,761</u>
BUSINESS-TYPE ACTIVITIES:									
Invested in capital assets, net of related debt	\$ 63,029,378	\$ 45,223,694	\$ 44,616,923	\$ 42,142,047	\$ 37,239,290	\$ 32,131,585	\$ 26,516,342	\$ 22,705,571	\$ 34,161,132
Unrestricted	5,522,689	17,607,456	8,940,970	6,140,570	7,863,497	10,522,245	13,847,699	15,874,687	2,540,385
Business-type activities net position	<u>\$ 68,552,067</u>	<u>\$ 62,831,150</u>	<u>\$ 53,557,893</u>	<u>\$ 48,282,617</u>	<u>\$ 45,102,787</u>	<u>\$ 42,653,830</u>	<u>\$ 40,364,041</u>	<u>\$ 38,580,258</u>	<u>\$ 36,701,517</u>
PRIMARY GOVERNMENT:									
Invested in capital assets, net of related debt	\$ 175,934,904	\$ 154,125,114	\$ 139,604,203	\$ 135,856,817	\$ 131,533,569	\$ 126,438,765	\$ 119,998,758	\$ 108,249,085	\$ 113,500,999
Restricted for:									
Capital projects	-	-	915,715	3,047,031	3,161,144	277,340	421,986	355,132	236,730
Debt service	3,403,781	535,670	4,202,271	4,001,449	3,634,390	2,831,189	2,361,894	1,711,307	1,556,481
Unrestricted	16,309,686	31,409,259	21,475,385	17,515,015	16,789,867	21,217,817	26,183,181	27,199,329	10,090,068
Primary government net position	<u>\$ 195,648,371</u>	<u>\$ 186,070,043</u>	<u>\$ 166,197,574</u>	<u>\$ 160,420,312</u>	<u>\$ 155,118,970</u>	<u>\$ 150,765,111</u>	<u>\$ 148,965,819</u>	<u>\$ 137,514,853</u>	<u>\$ 125,384,278</u>

(1) Information not available for the last ten years of reporting, but will be accuulated over time as it becomes available.

TABLE 2

CITY OF HATTIESBURG, MISSISSIPPI

**CHANGES IN NET POSITION ⁽¹⁾
LAST NINE FISCAL YEARS**

	FISCAL YEAR								
	2013	2012	2011	2010	2009	2008	2007	2006	2005
GOVERNMENTAL ACTIVITIES:									
General government	\$ 6,424,709	\$ 7,329,898	\$ 6,925,636	\$ 6,592,285	\$ 6,414,171	\$ 6,415,817	\$ 5,518,515	\$ 5,266,006	\$ 5,032,688
Public safety	21,339,689	20,763,051	20,097,532	19,961,821	19,507,269	18,985,991	17,937,458	15,474,025	14,670,081
Public services	18,356,293	17,341,042	17,767,209	18,248,607	19,790,101	20,398,976	16,846,291	20,251,044	14,417,361
Other services	1,751,307	6,281,474	5,384,474	6,089,579	5,594,820	5,727,212	5,596,293	4,921,694	4,052,402
Mass transit	1,104,428	1,176,837	1,145,590	993,835	925,506	1,054,153	753,752	718,518	602,119
Cultural and recreation	4,481,390	3,916,227	4,421,402	4,494,146	4,175,345	4,247,864	3,902,787	3,818,198	2,560,224
Human/social assistance	889,795	1,310,363	1,864,618	567,679	569,049	617,544	635,505	831,362	658,356
Economic development	160,000	160,000	150,000	150,000	150,000	159,502	196,000	196,000	210,280
Interest and fiscal charges	1,089,410	1,287,540	1,299,623	1,261,015	1,427,014	1,718,149	1,740,731	1,664,988	1,364,028
Total governmental activities expenses	55,597,021	59,566,432	59,056,084	58,358,967	58,553,275	59,325,208	53,127,332	53,141,835	43,567,539
BUSINESS-TYPE ACTIVITIES:									
Water and Sewer System	11,870,152	11,167,044	9,582,704	10,263,712	8,302,628	8,318,670	7,433,290	7,000,869	6,070,204
Total primary government expenses	\$ 67,467,173	\$ 70,733,476	\$ 68,638,788	\$ 68,622,679	\$ 66,855,903	\$ 67,643,878	\$ 60,560,622	\$ 60,142,704	\$ 49,637,743
PROGRAM REVENUES:									
Governmental Activities:									
Charges for services	\$ 4,654,384	\$ 8,558,345	\$ 8,287,847	\$ 8,853,022	\$ 8,467,560	\$ 7,773,432	\$ 2,693,409	\$ 3,008,496	\$ 2,781,965
Operating grants and contributions	4,988,000	4,982,172	5,956,487	5,375,052	7,624,535	6,262,995	10,480,188	11,175,693	7,528,426
Capital grants and contributions	3,185,681	2,813,432	2,800,969	3,186,741	2,355,657	5,098,683	4,179,064	5,681,530	5,880,728
Total governmental activities program revenues	12,828,065	16,353,949	17,045,303	17,414,815	18,447,752	19,135,110	17,352,661	19,865,719	16,191,119
Business-Type Activities:									
Charges for services	14,811,137	13,218,896	11,734,715	12,245,747	9,907,131	9,197,894	8,537,545	8,660,771	8,075,288
Capital grants and contributions	3,152,032	7,053,303	3,023,224	-	-	-	-	-	-
Total business-type activities program revenues	17,963,169	20,272,199	14,757,939	29,660,562	28,354,883	28,333,004	25,890,206	28,526,490	24,266,407

TABLE 2
PAGE TWO

CITY OF HATTIESBURG, MISSISSIPPI

**CHANGES IN NET POSITION ⁽¹⁾
LAST NINE FISCAL YEARS**

	FISCAL YEAR								
	2013	2012	2011	2010	2009	2008	2007	2006	2005
Net Revenues (Expenses):									
Governmental activities	\$ (42,768,956)	\$ (43,212,483)	\$ (42,010,781)	\$ (40,944,772)	\$ (40,105,523)	\$ (40,190,098)	\$ (35,774,671)	\$ (33,276,116)	\$ (27,376,420)
Business-type activities	6,093,017	9,105,155	5,175,235	3,109,246	1,604,503	879,224	1,104,255	1,659,902	2,005,084
Total primary government net (expenses)	(36,675,939)	(34,107,328)	(36,835,546)	(37,835,526)	(38,501,020)	(39,310,874)	(34,670,416)	(31,616,214)	(25,371,336)
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION:									
Governmental Activities:									
Property taxes	17,528,265	16,812,683	17,261,796	16,978,749	15,273,539	13,753,217	15,103,579	12,216,587	12,223,041
Sales taxes	21,596,080	20,709,684	19,902,590	19,746,092	20,520,329	22,350,027	22,446,221	24,717,190	17,873,911
Franchise and other taxes	4,820,407	3,977,566	4,493,197	4,719,547	4,538,419	4,602,087	4,324,217	4,089,915	3,592,591
Grants and contributions (not restricted)	4,795	-	126,500	-	25	1,600	1,325	1,325	2,825
Unrestricted investment earnings	171,405	145,510	149,627	357,369	382,761	757,656	1,003,549	895,411	498,403
Miscellaneous revenues	2,256,331	1,637,625	1,348,789	1,264,527	1,295,352	1,231,625	936,361	1,607,522	582,419
Total governmental activities	46,377,283	43,283,068	43,282,499	43,066,284	42,010,425	42,696,212	43,815,252	43,527,950	34,773,190
Business-type Activities:									
Unrestricted investment earnings	7,949	11,101	21,264	17,758	34,590	240,797	637,473	215,478	52,480
Miscellaneous revenues	(494,189)	157,001	78,777	52,826	809,864	1,169,768	42,055	3,361	165,694
Total business-type activities	(486,240)	168,102	100,041	70,584	844,454	1,410,565	679,528	218,839	218,174
Total primary government	45,891,043	43,451,170	43,382,540	43,136,868	42,854,879	44,106,777	44,494,780	43,746,789	34,991,364
CHANGE IN NET POSITION									
Governmental activities	3,608,327	70,585	1,271,718	2,121,512	1,904,902	2,506,114	8,040,581	10,251,834	7,396,770
Business-type activities	5,606,777	9,273,257	5,275,276	3,179,830	2,448,957	2,289,789	1,783,783	1,878,741	2,223,258
Total primary government	\$ 9,215,104	\$ 9,343,842	\$ 6,546,994	\$ 5,301,342	\$ 4,353,859	\$ 4,795,903	\$ 9,824,364	\$ 12,130,575	\$ 9,620,028

(1) Information not available for the last ten years of reporting, but will be accuulated over time as it becomes available.

TABLE 3

CITY OF HATTIESBURG, MISSISSIPPI

FUND BALANCES - GOVERNMENTAL FUNDS ⁽¹⁾
LAST TEN FISCAL YEARS

	FISCAL YEAR									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
General Fund:										
Nonspendable	\$ 330,950	\$ 332,300	\$ 30,750	\$ 252,349	\$ 82,057	\$ 65,400	\$ 53,763	\$ 21,533	\$ 252,104	\$ 292,526
Assigned	720,979	452,842	386,144	-	-	-	-	-	-	-
Unassigned	6,624,690	6,963,113	7,661,673	-	-	-	-	-	-	-
Unreserved	-	-	-	6,824,621	7,739,081	8,484,316	10,165,200	8,910,441	6,138,963	6,613,676
Total general fund	7,676,619	7,748,255	8,078,567	7,076,970	7,821,138	8,549,716	10,218,963	8,931,974	6,391,067	6,906,202
% Change from Prior Year	-0.9%	-4.1%	14.2%	-9.5%	-8.5%	-16.3%	14.4%	39.8%	-7.5%	25.9%
Other Governmental Funds:										
Debt service funds										
Restricted	3,403,781	3,814,777	4,202,271	4,001,449	2,718,167	3,683,691	3,569,062	3,536,711	2,465,587	2,139,449
Special revenue funds										
Restricted	1,638,380	1,596,461	2,616,964	-	-	-	-	-	-	-
Committed	1,466,250	1,132,055	1,019,456	-	-	-	-	-	-	-
Unreserved	-	-	-	3,540,426	3,634,390	2,831,189	2,361,894	1,711,307	1,556,481	1,348,064
Capital projects funds										
Restricted	-	382,454	915,715	3,047,031	3,161,144	277,340	379,848	286,497	429,947	(710,590)
Total other governmental funds	6,508,411	6,925,747	8,754,406	10,588,906	9,513,701	6,792,220	6,310,804	5,534,515	4,452,015	2,776,923
Total governmental funds	\$ 14,185,030	\$ 14,674,002	\$ 16,832,973	\$ 17,665,876	\$ 17,334,839	\$ 15,341,936	\$ 16,529,767	\$ 14,466,489	\$ 10,843,082	\$ 9,683,125
% Change from Prior Year	-3.3%	-12.8%	-4.7%	1.9%	13.0%	-7.2%	14.3%	33.4%	12.0%	-28.8%

(1) This schedule reports using the modified accrual basis of accounting. See Table 4 for changes in fund balances from year to year.

(2) Under GASB Statement No. 54 the balance sheet reporting categories are based upon a hierarchy of classifications based upon the constraints on resources reported in the funds.

With the City's implementation of this reporting format in fiscal year 2011, prior year components of fund balances are presented based upon prior reporting classifications on this table for special revenue funds as unreserved. The City's debt service and capital project fund balances are, however, presented as restricted due to the underlying statutory spending requirements in Mississippi applicable to debt repayment resources and debt proceeds.

TABLE 4

CITY OF HATTIESBURG, MISSISSIPPI

CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	FISCAL YEAR									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
REVENUE:										
Property taxes	\$ 17,166,167	\$ 16,892,639	\$ 16,892,639	\$ 16,978,749	\$ 15,273,539	\$ 13,753,217	\$ 15,103,579	\$ 12,327,064	\$ 12,173,753	\$ 12,481,682
Sales taxes	21,502,243	19,925,608	19,925,608	19,746,092	20,381,753	22,350,027	22,446,221	24,717,190	17,873,911	16,862,144
Licenses and permits	4,526,547	4,114,371	4,114,371	4,305,480	4,296,709	4,188,526	3,901,213	3,697,193	2,831,557	3,317,134
Fines and forfeitures	1,786,960	1,846,516	1,846,516	2,009,057	1,589,861	1,554,656	1,065,269	1,018,354	971,467	1,105,848
Interest, rents, concessions	158,110	170,965	170,965	170,191	211,214	582,741	807,617	598,136	261,132	386,754
Intergovernmental	8,480,909	9,281,209	9,281,209	9,354,293	10,291,647	8,073,409	8,570,904	10,692,038	10,054,395	4,481,157
Charges for services	2,586,517	2,572,647	2,572,647	2,650,845	2,763,676	2,359,464	1,667,251	1,804,014	1,762,323	1,742,228
Other revenues	1,408,970	512,591	512,591	251,219	888,749	4,389,090	2,798,041	3,956,796	676,246	934,067
Total revenues	57,616,423	55,316,546	55,316,546	55,465,926	55,697,148	57,251,130	56,360,095	58,810,785	46,604,784	41,311,014
% Change from prior year	4.2%	0.0%	-0.3%	-0.4%	-2.7%	1.6%	-4.2%	26.2%	12.8%	4.7%
EXPENDITURES:										
General government	6,227,218	6,930,283	6,271,409	6,081,588	5,679,589	5,674,985	5,235,266	5,246,079	4,897,698	4,850,407
Public safety	21,433,140	20,330,009	18,632,140	18,436,079	18,269,998	17,309,920	16,319,725	14,299,637	14,227,840	13,640,172
Public services	15,680,396	14,350,951	11,454,151	12,698,983	13,739,073	14,567,346	12,494,900	16,326,824	10,651,948	9,264,327
Other services	2,143,005	7,681,825	5,175,661	5,924,909	5,463,648	5,619,828	5,692,145	4,866,672	4,019,276	4,222,829
Mass transit	1,110,275	1,408,435	858,601	773,695	719,882	787,422	677,515	652,909	554,888	506,310
Cultural and recreation	4,512,676	4,796,921	3,840,540	4,125,885	3,877,083	3,783,572	3,547,792	3,546,341	3,010,508	2,828,225
Human/Social assistance	870,323	1,291,384	740,165	545,507	547,544	595,945	604,661	1,005,953	437,146	355,586
Economic development	160,000	2,160,000	150,000	150,000	150,000	159,502	196,000	196,000	210,280	200,370
Capital outlays		-	8,364,094	12,058,220	7,299,488	9,160,136	17,111,494	13,270,430	14,498,353	14,027,343
Debt service:										
Principal	5,753,744	5,257,186	5,044,999	17,181,940	11,440,741	10,462,369	4,215,614	3,407,540	3,470,925	3,166,611
Interest and fiscal charges	1,153,639	1,281,791	1,447,781	1,101,913	1,376,530	1,744,949	1,690,106	1,625,228	1,383,084	1,300,556
Total expenditures	59,044,416	65,488,785	61,979,541	79,078,719	68,563,576	69,865,974	67,785,218	64,443,613	57,361,946	54,362,736
% Change from prior year	-9.8%	5.7%	-21.6%	15.3%	-1.9%	3.1%	5.2%	12.3%	5.5%	13.9%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,427,993)	(10,172,239)	(6,662,995)	(23,612,793)	(12,866,428)	(12,614,844)	(11,425,123)	(5,632,828)	(10,757,162)	(13,051,722)
OTHER FINANCING SOURCES (USES):										
Proceeds from long-term debt	-	3,588,096	1,718,710	18,836,240	10,112,970	6,733,377	8,394,533	5,019,686	7,559,737	3,781,219
Transfers from other funds	4,326,191	5,075,412	3,854,721	4,609,574	4,671,908	4,862,491	5,416,316	4,333,268	4,482,512	4,132,919
Transfers to other funds	(3,307,283)	(3,966,924)	(2,914,020)	(3,678,323)	(3,977,272)	(3,939,037)	(4,411,343)	(3,346,379)	(3,222,425)	(2,635,861)
Other sources	119,492	4,292,047	3,940,413	4,176,339	4,051,725	3,770,182	4,088,895	3,249,660	3,097,295	3,863,212
Net other financing sources	1,138,400	8,988,631	6,599,824	23,943,830	14,859,331	11,427,013	13,488,401	9,256,235	11,917,119	9,141,489
NET CHANGE IN FUND BALANCES	<u>\$ (289,593)</u>	<u>\$ (1,183,608)</u>	<u>\$ (63,171)</u>	<u>\$ 331,037</u>	<u>\$ 1,992,903</u>	<u>\$ (1,187,831)</u>	<u>\$ 2,063,278</u>	<u>\$ 3,623,407</u>	<u>\$ 1,159,957</u>	<u>\$ (3,910,233)</u>
Debt service as % of non-capital expenditures	13.2%	11.1%	13.8%	37.5%	26.5%	25.2%	13.2%	13.1%	12.8%	12.5%

TABLE 5

CITY OF HATTIESBURG, MISSISSIPPI

**GOVERNMENTAL FUNDS - TAX REVENUES BY SOURCE ⁽¹⁾
LAST TEN FISCAL YEARS**

Fiscal Year	Property Taxes	Sales Taxes (City's Share)	Total - Property and Sales Taxes	Gross Sales Subject to Sales Taxes (Per State Sales Tax Bureau)
2013	\$ 17,166,167	\$ 21,474,084	\$ 38,640,251	\$ 1,777,513,216
2012	16,455,997	20,612,267	37,068,264	1,725,142,031
2011	16,892,639	19,902,590	36,795,229	1,662,704,275
2010	16,978,749	19,746,092	36,724,841	1,624,585,790
2009	15,273,539	20,381,753	35,655,292	1,720,117,514
2008	13,753,217	22,350,027	36,103,244	1,823,222,841
2007	15,103,579	22,446,221	37,549,800	1,892,188,843
2006	12,327,064	24,717,190	37,044,254	1,942,486,919
2005	12,173,753	17,873,911	30,047,664	1,479,451,805
2004	12,481,682	16,862,144	29,343,826	1,397,922,230
% Change in Dollars over the 10 Year Period				
	37.5%	27.4%	31.7%	27.2%

(1) This schedule reports using the modified accrual basis of accounting. State Sales Tax Bureau totals are based upon the State's June 30th fiscal year.

Gross Sales Subject to Sales By County - Forrest		Gross Sales Subject to Sales By County - Lamar		Component Unit - 2% Food & Beverage Tax
	(%)		(%)	
\$ 907,039,107	51%	\$ 870,474,109	49%	\$ 4,981,959
889,634,286	52%	835,507,745	48%	4,463,604
877,852,622	53%	784,851,653	47%	4,254,485
866,344,980	53%	780,912,173	48%	4,625,748
899,713,933	52%	807,144,739	47%	4,627,244
978,033,753	54%	845,189,088	46%	4,566,654
1,043,502,246	55%	848,686,597	45%	4,345,317
814,593,191	42%	827,893,728	43%	3,916,424
836,057,117	57%	643,394,688	43%	3,145,585
807,788,636	58%	590,133,594	42%	2,910,575
	12.3%		47.5%	71.2%

TABLE 6

CITY OF HATTIESBURG, MISSISSIPPI

**DIRECT AND OVERLAPPING PROPERTY TAX RATES - FORREST AND LAMAR COUNTIES
LAST TEN FISCAL YEARS**

FORREST COUNTY:

Year Ended Sept. 30,	Tax Roll Year	City of Hattiesburg				Hattiesburg School District			Forrest County Taxes	Total
		Operations	City Bond & Interest	Other (Library & Pension Fund)	City - Total	Hattiesburg School District Operations	School Bond & Interest Taxes	Total- Schools		
2004	2003	33.50	7.58	6.47	47.55	58.30	7.34	65.64	53.98	167.17
2005	2004	33.50	7.58	6.47	47.55	58.30	7.34	65.64	55.44	168.63
2006	2005	33.50	7.58	6.47	47.55	58.30	7.54	65.84	56.96	170.35
2007	2006	33.50	7.58	6.47	47.55	58.30	7.54	65.84	56.82	170.21
2008	2007	33.50	7.58	6.47	47.55	58.30	7.54	65.84	60.86	174.25
2009	2008	33.50	7.58	6.47	47.55	58.30	7.54	65.84	60.86	174.25
2010	2009	33.50	7.15	6.27	46.92	51.75	6.43	58.18	55.09	160.19
2011	2010	33.50	7.15	6.27	46.92	54.13	7.52	61.65	55.09	163.66
2012	2011	33.50	7.15	6.77	47.42	57.23	6.08	63.31	55.09	165.82
2013	2012	34.65	7.00	5.77	47.42	58.50	7.73	66.23	57.08	170.73

LAMAR COUNTY:

Year Ended Sept. 30,	Tax Roll Year	City of Hattiesburg				Hattiesburg School District			Lamar County Taxes	Total
		Operations	City Bond & Interest	Other (Library & Pension Fund)	City - Total	Hattiesburg School District Operations	School Bond & Interest Taxes	Total- Schools		
2004	2003	33.50	7.58	6.47	47.55	58.30	7.34	65.64	52.14	165.33
2005	2004	33.50	7.58	6.47	47.55	58.30	7.34	65.64	52.14	165.33
2006	2005	33.50	7.58	6.47	47.55	58.30	7.54	65.84	51.37	164.76
2007	2006	33.50	7.58	6.47	47.55	58.30	7.54	65.84	51.37	164.76
2008	2007	33.50	7.58	6.47	47.55	58.30	7.54	65.84	50.87	164.26
2009	2008	33.50	7.58	6.47	47.55	58.30	7.54	65.84	50.87	164.26
2010	2009	33.50	7.15	6.27	46.92	51.75	6.43	58.18	50.86	155.96
2011	2010	33.50	7.15	6.27	46.92	54.13	7.52	61.65	50.86	159.43
2012	2011	33.50	7.15	6.77	47.42	57.23	6.08	63.31	50.85	161.58
2013	2012	34.65	7.00	5.77	47.72	58.50	7.73	66.23	50.83	164.48

TABLE 7

CITY OF HATTIESBURG, MISSISSIPPI

**TOP TEN PROPERTY TAXPAYERS
PROPERTY TAXES ASSESSED IN FISCAL YEAR 2012, COLLECTED FISCAL YEAR 2013**

Taxpayer	Type of Business	Assessment	Percentage of Total Assessed Valuation	Taxes
Mississippi Power	Public Utility	\$ 13,540,400	3.3%	\$ 1,538,866
Wesley Health Systems	Health Care	8,897,186	2.1%	421,905
Wal-Mart	Retail	7,947,853	1.9%	541,444
Kohler Company	Industrial	7,675,638	1.9%	543,790
Western Container	Industrial	7,346,322	1.8%	527,596
Bell South	Public Utility	7,036,841	1.7%	799,737
Hattiesburg Clinic	Health Care	6,846,312	1.7%	759,025
Rexam	Industrial	5,374,848	1.3%	355,976
W.R. Fairchild, et al	Industrial	3,687,344	0.9%	419,067
Bennett York	Commercial	<u>3,160,843</u>	0.8%	324,961
Total of top ten taxpayers		71,513,587	17.3%	
Tax roll total - all other taxpayers		<u>342,843,791</u>	82.7%	
Total taxable assessed values for FY 2012		<u><u>\$ 414,357,378</u></u>	100.0%	

TABLE 8

CITY OF HATTIESBURG, MISSISSIPPI

**COMPUTATION OF LEGAL DEBT MARGIN USING MOST CURRENT TAX ROLLS
SEPTEMBER 30, 2013**

	<u>15% Test</u>	<u>20% Test</u>
Property tax base valuation as prepared by Tax Assessors during the summer months of 2012 for property taxes to be collected in fiscal year 2013	\$ 414,357,378	\$ 414,357,378
Times Applicable %	<u>X 15%</u>	<u>X 20%</u>
Product of Tax Base Times Applicable Percentage	(a) <u>62,153,607</u>	<u>82,871,476</u>
Present General Obligation Debt Subject to Statutory Debt Limits:		
General obligation bonds outstanding at September 30, 2013	26,217,567	26,217,567
Less: exempt bonds	(9,710,136)	(9,710,136)
Add: water & sewer general obligation bonds	n/a	13,653,857
Total general obligation debt outstanding	(b) <u>16,507,431</u>	<u>30,161,288</u>
Margin for Additional General Obligation Debt - (a) minus (b)	<u>\$ 45,646,176</u>	<u>\$ 52,710,188</u>

The City is subject to the limitations of indebtedness prescribed by MS Code Section 21-33-303. No municipality may issue bonds secured by a pledge of its full faith and credit in an amount which, when added to the then outstanding bonded indebtedness of such municipality, would exceed the 15% and 20% tests prescribed in that Code Section. These percentages are applied to the assessed value of the taxable property within such municipality, with certain types of municipal debt excluded from the authorized debt limit tests. Excluded from this test would be tax increment financing bonds, water and sewer revenue bonds, debt secured by tax intercept agreements (sales tax collections, as opposed to the property tax base) and leases subject to annual appropriations.

The municipality is limited to the smaller of the two calculated percentages, and as of September 30, 2013, the 15% test would apply with a calculated margin for additional general obligation debt in the amount of \$45,646,176.

TABLE 9

CITY OF HATTIESBURG, MISSISSIPPI

**RATIO OF NET GENERAL OBLIGATION BONDED DEBT TO ASSESSED VALUE AND NET BONDED DEBT PER CAPITA
LAST TEN FISCAL YEARS**

Year Ended Sept. 30,	Population	Assessed Value	Bonded General Obligation Debt	Less: Bonded Debt Service Funds Available	Net Bonded General Obligation Debt	Ratio of G.O. Bonded Debt to Assessed Values	Net General Obligation Debt Per Capita
2004	45,988	\$ 285,319,298	\$ 22,870,000	\$ 1,113,006	\$ 21,756,994	7.63%	\$ 473.10
2005	47,598	310,609,766	20,590,000	1,321,947	19,268,053	6.20%	404.81
2006	47,598	331,105,907	18,690,000	1,569,644	17,120,356	5.17%	359.69
2007	47,598	350,838,275	16,660,000	2,207,580	14,452,420	4.12%	303.64
2008	47,598	351,031,031	14,640,000	2,297,231	12,342,769	3.52%	259.31
2009	48,012	409,111,676	26,138,549	3,048,077	23,090,472	5.64%	480.93
2010	53,582	409,750,752	34,652,244	3,366,824	31,285,420	7.64%	583.88
2011	45,989	395,386,255	32,952,977	3,529,802	29,423,175	7.44%	639.79
2012	46,626	403,598,585	30,307,943	3,040,255	27,267,688	6.76%	584.82
2013	47,169	414,357,378	26,217,567	2,616,326	23,601,241	5.70%	500.35

TABLE 10

CITY OF HATTIESBURG, MISSISSIPPI

**WATER AND SEWER REVENUE BOND COVERAGE
LAST TEN FISCAL YEARS**

Year Ended Sept. 30,	Gross Revenues	Expenses	Net Revenues Available for Debt Service	Required Ratio Based Upon Applicable % Times Prescribed Annual P & I	Debit Service Requirement Calculated with Applicable %	Coverage Ratio
2004	\$ 8,262,525	\$ 4,999,288	\$ 3,263,237	115% of P & I	\$ 1,785,389	1.83
2005	8,127,768	4,967,317	3,160,451	115% of P & I	1,782,026	1.77
2006	8,831,622	6,316,769	2,514,853	105% of P & I	(1) 1,652,024	1.52
2007	8,495,274	6,481,746	2,013,528	105% of P & I	(1) 1,652,024	1.22
2008	9,107,728	5,796,631	3,311,097	105% of P & I	(1) 1,650,640	2.01
2009	9,907,131	6,797,027	3,110,104	105% of P & I	(1) 1,650,640	1.88
2010	12,245,747	7,006,259	5,239,488	105% of P & I	(1) 1,650,640	3.17
2011	11,734,715	8,937,208	2,797,507	105% of P & I	(1) 1,650,640	1.69
2012	13,218,896	9,700,671	3,518,225	105% of P & I	(2) 2,555,155	1.38
2013	14,726,058	9,416,826	5,309,232	105% of P & I	(2) 2,585,546	2.05

(1) Calculations upon calculations for the 2006 Revenue Bonds.

(2) Calculations upon calculations for the 2006 and 2012 revenue Bonds.

"Expenses" includes all operating expenses, including principal and interest on indebtedness, exclusive of depreciation and principal and interest on the 2006 and 2012 bond issues.

TABLE 11

CITY OF HATTIESBURG, MISSISSIPPI

DEMOGRAPHIC STATISTICS

<u>Year</u>	<u>Hattiesburg</u>	<u>Forrest County</u>	<u>Hattiesburg MSA</u>
1975	39,553	64,659	n/a
1980	40,829	66,018	n/a
1985	41,356	67,166	n/a
1986	41,463	67,396	n/a
1987	41,570	67,625	n/a
1988	41,678	67,855	n/a
1989	14,785	68,084	n/a
1990	41,885	68,314	98,738
1991	42,174	68,743	99,656
1992	42,465	69,175	100,172
1993	42,758	69,609	101,215
1994	43,053	70,046	102,492
1995	43,350	70,486	104,705
1996	43,649	70,929	106,443
1997	43,950	71,374	107,806
1998	44,254	71,822	109,556
1999	44,559	72,274	110,650
2000	44,779	72,727	111,674
2001	45,088	73,184	113,179
2002	45,538	73,916	114,438
2003	45,779	73,465	115,849
2004	45,988	74,565	117,599
2005	47,598	76,056	119,135
2006	48,012	76,372	123,102
2007	48,012	78,241	126,259
2008	48,012	79,425	128,546
2009	48,012	81,078	143,093
2010	53,582	81,078	143,093
2011	45,989	74,934	144,666
2012	46,626	75,842	142,842
2013	47,169	76,894	148,675

(West Hattiesburg-Lamar County portion has population of 6,305 included in 2005 Hattiesburg total.)

Demographic Age Groupings Are Projections Based On Census 2010 Totals:

<u>Age</u>	<u>Hattiesburg 2010</u>	<u>Forrest County 2010</u>
0 - 17 Years	9,696	17,703
18 - 44 Years	18,360	23,285
45 - 64 Years	12,983	25,282
Over 65 Years	4,950	8,664
Median Age	27.1 Years	29.7 Years
% Population under 18 Years	68.10%	64.82%
% Population over 18 Years	10.80%	11.56%

Source: U.S. Bureau of Census. July 1, 2010 information is provided as the most recent year for which data is available.

TABLE 12

CITY OF HATTIESBURG, MISSISSIPPI

CITY EMPLOYEES BY FUNCTION
LAST NINE FISCAL YEARS⁽¹⁾

	2013 Employees	2012 Employees	2011 Employees	2010 Employees	2009 Employees	2008 Employees	2007 Employees	2006 Employees	2005 Employees
Governmental Activities:									
<i>The General Fund:</i>									
City Council	8	7	6	6	6	6	6	7	7
Department of Administration	33	35	37	36	32	32	33	32	33
Urban Planning:									
Planning	9	8	10	11	11	14	14	11	13
Intermodal Facility	-	-	-	-	-	-	3	-	-
MPO	4	5	4	5	5	4	3	4	4
Federal Programs Administration	1	1	2	2	-	-	-	-	-
Code Enforcement	13	14	12	13	13	13	11	10	10
Public Safety:									
City Courts	19	25	27	25	26	27	24	21	25
Police - Officers	111	120	120	124	132	122	129	99	102
Police Department - Non-Sworn	61	62	64	61	69	69	70	50	58
Fire Department - Firefighters	112	114	119	114	118	106	111	124	118
Fire Department - Other than Firefighters	6	4	5	6	6	5	4	6	6
Other	1	1	1	1	1	1	1	1	1
Public Services:									
Traffic Maintenance	7	8	8	9	9	7	7	7	9
Streets	42	42	46	38	40	40	40	38	43
Engineering	7	7	7	5	7	8	8	9	8
Shop	11	12	11	12	13	11	13	11	12
Construction	16	13	15	15	14	12	13	15	16
Sanitation	34	33	34	51	58	60	58	56	61
Other Public Services	26	29	31	28	29	33	32	32	33
Animal Control	4	2	4	3	4	3	3	4	4
Cemetery and Forestry	18	18	18	17	17	17	16	17	18
Parking Operations	8	8	8	8	9	9	9	9	10
<i>Total General Fund</i>	551	568	589	590	619	599	608	563	591
<i>Other Governmental Funds:</i>									
Parks and Recreation	34	37	32	38	69	63	66	65	67
Community Centers	14	14	13	15	14	14	13	13	13
Mass Transit	15	14	15	14	14	14	13	14	14
CDBG	5	5	6	6	5	6	6	5	6
<i>Total Governmental Activities</i>	619	638	655	663	721	696	706	660	691
Business-type Activities:									
<i>Water and Sewer System:</i>									
Customer Accounts	10	7	7	7	7	7	7	7	7
Water - Plant and Transmission	31	31	32	37	38	41	45	44	46
Sewers and Lagoons	21	20	24	24	26	27	25	24	24
<i>Total Business-type Activities</i>	62	58	63	68	71	75	77	75	77
<i>Total Primary Government</i>	681	696	718	731	792	771	783	735	768

(1) Information based upon last payroll processed in the month of September. Information not available for last ten years of reporting but will be accumulated over time as it becomes available. This schedule is based upon full-time and part-time employees for whom checks were processed as of the last September payroll.

TABLE 13

CITY OF HATTIESBURG, MISSISSIPPI

**CONSTRUCTION, BANK DEPOSITS, AND ASSESSED PROPERTY VALUES
LAST TEN FISCAL YEARS**

Year Ended Sept. 30,	Commercial Construction		Residential Construction		Hattiesburg MSA Bank Deposits (000's omitted)	Total assessed Valuation
	Permits Issued	Value	Permits Issued	Value		
2004	56	\$ 30,387,693	146	\$ 21,440,459	\$ 1,567,676	\$ 285,319,298
2005	87	52,893,843	100	21,985,228	1,744,946	310,609,766
2006	180	70,375,827	144	18,386,947	2,133,000	331,905,907
2007	106	55,150,982	232	36,446,885	2,191,240	351,031,031
2008	98	59,356,851	218	16,707,346	2,100,716	362,674,772
2009	42	83,256,364	67	7,417,942	2,282,467	409,111,676
2010	187	29,397,654	395	7,214,963	2,429,065	409,750,752
2011	247	53,929,531	493	17,926,574	2,495,371	395,386,255
2012	215	85,713,105	430	11,346,201	2,510,860	403,598,585
2013	272	62,005,982	643	13,806,903	2,516,268	414,357,378

TABLE 14

CITY OF HATTIESBURG, MISSISSIPPI

CAPITAL ASSET AND INFRASTRUCTURE STATISTICS BY FUNCTION
LAST EIGHT FISCAL YEARS ⁽¹⁾

	2013	2012	2011	2010	2009	2008	2007	2006
Police:								
Stations	1	1	1	1	1	1	1	1
Sub-stations	4	4	4	4	4	4	4	2
Fire:								
Stations	8	8	8	8	8	8	8	8
Hydrants	1950	1950	1950	1950	1950	1950	1850	1750
Solid Waste Management:								
Trucks	24	24	24	24	24	24	24	24
<i>(The City is a member of a regional landfill authority)</i>								
Parks and Recreation:								
Zoo	1	1	1	1	1	1	1	1
Soccer/tennis/softball complex	1	1	1	1	1	1	1	1
Baseball/softball facilities	4	4	4	4	4	4	4	4
Water:								
Pumping capacity (gallons per minute)	17,500 GPM	17,500 GPM	17,500 GPM	17,500 GPM	17,050 GPM	17,050 GPM	17,050 GPM	17,050 GPM
Average daily water pumping capacity (gallons)	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD	22,000,000 GPD
Average daily water pumped (gallons)	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,800,000 GPD	10,500,000 GPD	9,700,000 GPD
Miles of water mains - 6" through 20"	295 miles	295 miles	292 miles	292 miles	292 miles	292 miles	278 miles	272 miles
Miles of water mains - 4" or less	50 miles	50 miles	48 miles	48 miles	48 miles	48 miles	30 miles	30 miles
Number of wells	13	13	13	13	13	13	13	14
Water storage tanks	9	9	9	9	9	9	7	7
Sewer:								
Miles of sewer collection mains	352 miles	352 miles	350 miles	350 miles	350 miles	350 miles	350 miles	350 miles
Average daily treatment (million gallons per day):								
South lagoon	11.1 MGD	11.1 MGD	11.1 MGD	11.1 MGD	11.1 MGD	11.1 MGD	10.8 MGD	10.5 MGD
North lagoon	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD	1.6 MGD
Total average daily treatment	12.7 MGD	12.7 MGD	12.7 MGD	12.7 MGD	12.7 MGD	12.7 MGD	12.4 MGD	12.1 MGD
Permitted treatment capacity	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD	24 MGD
Streets:								
Miles of paved streets	351 miles	351 miles	350 miles	350 miles	350 miles	350 miles	350 miles	350 miles
Miles of unpaved streets	1 mile	1 mile	1 mile	1 mile	1 mile	1 mile	1 mile	1 mile
Area of City - square miles	55.4	55.4	55.4	55.4	55.4	55.4	55	54

(1) Information not available for the last ten years of reporting, but will be accuulated over time as it becomes available.

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June 27, 2014

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Hattiesburg, Mississippi for the year ended September 30, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 13, 2013. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Hattiesburg, Mississippi are described in Note 1 to the financial statements.

As described in Note 1, Section B to the financial statements, the City of Hattiesburg, Mississippi changed accounting policies related to discretely presented component units by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 61, *The Financial Reporting Entity*, in fiscal year 2013. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

As described in Note 1, Section E to the financial statements, in 2013 the City established an accounting policy for estimating an allowance for doubtful water and sewer account balance.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Hattiesburg, Mississippi's financial statements were:

- Management's estimate of the depreciation of capital assets is based on the estimated useful life of those assets. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the allowance for doubtful accounts for water and sewer receivable is based on historical water and sewer revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the allowance for uncollectible accounts for fines receivable is based on the historical industry average for the collection rate of police fines receivable. We evaluated the key factors and assumptions used to develop the allowance for fines receivable in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. The most sensitive disclosures affecting the financial statements were:

- As reported in Note 16 to the financial statements, the City of Hattiesburg, Mississippi's dispute with the City of Petal, Mississippi over waste water treatment rates is ongoing litigation that could have a material effect on the City of Hattiesburg, Mississippi's water and sewer revenue. Due to the uncertainties involved and issues surrounding this case, the outcome and its effect on the City of Hattiesburg, Mississippi's financial statements is unknown and cannot be reasonably estimated at this time.
- Subsequent events related to the wastewater issues disclosed in Note 23 to the financial statements describe the current status of the city's efforts to comply with the Mississippi Department of Environmental Quality (MDEQ) Order. Additionally, as described in Note 16, the City's ability to comply with the above-noted MDEQ order on a timely basis, including addressing applicable financial requirements will continue to be a matter of the utmost importance to the viability of the City's Water and Sewer System.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. The following material misstatements detected as a result of audit procedures were corrected by management:

- A prior period adjustment was made to the water and sewer revenue fund to properly record the cost and related accumulated depreciation for generators that were purchased in a prior fiscal year.
- An entry was made to correct the posting of fines and penalties for the North Lagoon.
- A prior period adjustment was made to record the allowance for doubtful accounts for the water and sewer fund as well as the adjustment for the current year allowance.
- An entry was made to record insurance claims expenses incurred but not paid and to allocate balances due to the respective funds.
- An entry was made to adjust claims activity in Fund 109 for expenditures already recognized in the various payroll cost centers.
- A prior period adjustment was made to Fund 109 to eliminate the beginning fund balance and recognize the amount on hand at September 30, 2012 as due to plan administrator for the payment of insurance claims.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 26, 2014.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We also discussed with management audit findings or issues discovered during the course of the audit and make the following recommendations:

1. As the City finalizes the various components of its long-term wastewater treatment solutions, including rate structures and other possible funding sources, the City should ascertain at all times that compliance with existing water and sewer revenue bond requirements, including the annual net revenue tests, are met in conjunction with any new wastewater treatment contractual agreements.
2. We recommend that each department, in particular outlying departments such as Parks and Recreations and Community Centers, make intact deposits on a daily basis as opposed to periodic deposit of accumulated receipts.
3. We recommend that an aging report be reviewed on a monthly basis by the Water and Sewer billing department to ensure that collections and cutoffs are being applied according to the City's ordinance.
4. We recommend that open lines of communication be established between the various departments in the Water and Sewer system particularly concerning the establishment of new accounts, replacement of outdated or broken meters which result in unbilled or erroneously billed accounts.
5. We noted that procedures are in place to comply with procurement, suspension, and debarment compliance requirements pursuant to OMB Circular A-133. We recommend that documentation be kept of all excluded parties listing searches prior to issuing any contracts as required by federal and state law.
6. We recommend that the City review the status of any unusual water and sewer billing arrangements and, if necessary, document proper authorization in the minutes of such arrangements. An example of this would be the City providing water and sewer utilities to the Hattiesburg Convention Center based upon informal agreements.
7. We recommend that the City implement a procedure at the Water & Sewer Billing Office that requires a documented managerial approval of adjustments made to account balances due to posting errors, cutoff fees, adjustments to sewer bills due to filling swimming pools, garbage billing errors, etc.
8. We believe that the City would benefit greatly from an internal audit function. In addition to assisting the City Clerk with the important custodial responsibilities over the protection of City assets, an internal auditor could routinely perform procedures designed to identify potential problems and to assist management in reviewing financial reports (e.g., water and sewer receivables, outstanding fines, etc.) and with grant compliance procedures, including the documented review of the financial reporting information.
9. We noted that the City has implemented certain internal controls over the utilization of fuel cards for City vehicles. In addition to those procedures, we recommend that the City design procedures that would identify unusual fuel consumption volumes or patterns and that this information be reported to management on a timely basis. There should be a method of documenting the results of management's follow-up inquiries included in this reporting function.

We have the following recommendations regarding IT environment after completing our audit procedures:

- Servers running Windows Server 2003 should be replaced or upgraded to Windows Server 2008 or Server 2012 before Windows Server 2003 reaches end of support in July, 2015.

To the City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

- Workstations running Windows XP should be replaced or upgraded to Windows 7 or Windows 8 before Windows XP reaches end of support in April, 2014.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of City Council and management of the City of Hattiesburg, Mississippi and is not intended to be, and should not be, used by anyone other than these specified parties.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

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COMMUNICATION OF SIGNIFICANT DEFICIENCIES AND MATERIAL WEAKNESSES

To the City Council
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi as of and for the year ended September 30, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the City of Hattiesburg, Mississippi's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Hattiesburg, Mississippi's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness:

The City's water service cut-off policies and procedures applicable to the termination of water utility service and the requirement for full payment for the resumption of water utility service were not consistently applied. In some cases, this was determined to have been the result of management override of internal controls that would have otherwise been applied to delinquent accounts.

To the City Council
City of Hattiesburg

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in internal control to be a significant deficiency:

During fiscal year ended September 30, 2013, the City inadvertently included in cash reimbursement requests transactions that had been initiated but not yet paid by the City. This was determined as the result of the City's internal control policies and procedures that were being utilized to compile reimbursement requests failed to delineate items that were received but not yet paid for.

This communication is intended solely for the information and use of the City Council and management and others within the City of Hattiesburg, Mississippi, and is not intended to be, and should not be, used by anyone other than these specified parties.

Nicholson & Company, PLLC

Hattiesburg, Mississippi
June 27, 2014

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, July 8, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda item VI.-8 at the request of the Administration to read as follows:

VI.-8 [2014-1203](#)

APPROVE or DENY to Adopt an Ordinance for the petition filed by John Eye, Petitioner, on behalf of LL Trace, LLC / Stan Hall, Owners, to designate the zoning classification within an annexed and unzoned area for a certain property located on J Ed Turner Road (a portion of Parcel #052B-03-004.002, PPIN #30696, Ward 1) to A-2 (Agricultural-Residential) District; The Hattiesburg Planning Commission recommended to APPROVE on June 18, 2014.

Attachments: [June PC Minutes \(DRAFT\)](#)
[Image Sheet - J Ed Turner Dr \(Eye\)](#)
[Staff Summary - 0 J Ed Turner Road \(Zoning Designation\)](#)
[Ordinance -J Ed Turner \(Eye\)](#)

Add Policy Agenda items VI.-25 and VI.-26 at the request of the Administration as follows:

VI.-25 [2014-1232](#)

Approve engagement letter with Brunini, Grantham, Grower & Hewes, PLLC for legal services related to Groundworx, LLC vs City of Hattiesburg, Mississippi - Chancery Court of Forrest County, Mississippi - Civil Action No. 14-0544-GN-DO lawsuit.

Attachments: [Engagement Letter - City of Hattiesburg - Groundworx Litigation \(01855930\)](#)

VI.-26 [2014-1178](#)

Take from the table and authorize the Mayor to execute Parking License Agreement with Regions Bank, for the rental of certain spaces in the Pine Street Garage, Civic Center Garage, Railroad Street parking lot, and former First Baptist Church parking lot, for a five-year term, ending in 2019; Attached agreement reflects a change in the number of hours per day for which the license is granted.

Attachments: [Regions Parking Agreement](#)
[Regions Parking Agreement - Revised](#)

Add Routine Agenda items VII.-12 and VII.-13 at the request of the Administration as follows:

VII.-12 [2014-1230](#)

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2013, from Nicholson & Company, P.A. (on file in the City Clerk's Office).

Attachments: [City of Hattiesburg Water & Sewer Audit 9-30-2013](#)

VII.-13 [2014-1231](#)

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

Attachments: [Final City of Hattiesburg MS YE 9-30-2013 Audit](#)

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, July 8, 2014

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-27 at the request of the Administration as follows:

VI.-27 2014-1233

Approve and authorize Mayor to execute the Project Responsibility Allocation Agreement between the City of Hattiesburg and Hercules, Inc., regarding the sanitary sewer replacement project beneath a portion of Providence Street.

Attachments:

JACKSON-#1310263-v4-Ashland Project Responsibility Agreement from Lig
executed JACKSON-#1310263-v4-Ashland Project Responsibility Agreement
Final Providence Street scope of work
Hercules Incorporated 3008(h) Consent Order FINAL Signed Version 7 3 14



City of Hattiesburg, MS

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

Master

File Number: 2014-1233

File ID: 2014-1233

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2014

Brief Title: Providence Street agreement between COH and Hercules, Inc.

Final Action: 07/08/2014

Minute Book Number: MB2014-198-199

Title:

Approve and authorize Mayor to execute the Project Responsibility Allocation Agreement between the City of Hattiesburg and Hercules, Inc., regarding the sanitary sewer replacement project beneath a portion of Providence Street.

Notes:

Sponsors:

Enactment Date:

Attachments: JACKSON-#1310263-v4-Ashland_Project_Responsibility_Agreement_from_Lightfoot (4) (3), executed JACKSON-#1310263-v4-Ashland_Project_Responsibility_Agreement_from_Lightfoot (4) (3), Final Providence Street scope of work, Hercules Incorporated 3008(h) Consent Order FINAL Signed Version 7 3 14

Enactment Number:

Contact:

Meeting Date: 07/08/2014

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/08/2014					
1	City Council	07/08/2014	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and authorize Mayor to execute the Project Responsibility Allocation Agreement between the City of Hattiesburg and Hercules, Inc., regarding the sanitary sewer replacement project beneath a portion of Providence Street.

Mayor DuPree said there is also a consent decree that has been entered into with Ashland, Hercules and EPA that has to do with Providence Street and with the wastewater impoundment basin, the monitoring well and underground structures on 7th Street; he said all of that will be cleaned up and Providence Street will be taken care of at the same time.

Council member Carroll asked who did the patching on 7th and said it was a good job; Mayor Dupree responded that the city handled it.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1233

Title

Approve and authorize Mayor to execute the Project Responsibility Allocation Agreement between the City of Hattiesburg and Hercules, Inc., regarding the sanitary sewer replacement project beneath a portion of Providence Street.

Summary

Providence Street agreement between COH and Hercules, Inc.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

CITY OF HATTIESBURG

PLAINTIFF

vs.

CIVIL ACTION NO.: 2:13-cv-208KS-MTP

**HERCULES, INC., a foreign corporation;
and ASHLAND, INC., a foreign corporation**

DEFENDANTS

PROJECT RESPONSIBILITY ALLOCATION AGREEMENT

THIS PROJECT RESPONSIBILITY ALLOCATION AGREEMENT (this “Agreement”) is made this 8th day of July 2014, by and among the City of Hattiesburg, Mississippi (“Hattiesburg”), a municipality established under the laws of the State of Mississippi (“Hattiesburg”) and Hercules Incorporated, a Delaware corporation having its principal place of business in the State of Delaware (“Hercules”).

RECITALS

This Agreement is intended to allocate certain obligations and responsibilities between Hattiesburg and Hercules associated with a sanitary sewer replacement project beneath a portion of Providence Street, Hattiesburg, Mississippi. This Agreement represents the exclusive agreement governing the allocation of responsibility between Hattiesburg and Hercules for: (1) pre-construction activities associated with the sanitary sewer replacement project beneath Providence Street between W. 7th Street and W. Red Street (the “Project”); (2) the construction of the Project; and (3) maintenance activities associated with such pre-construction and construction activities. This Agreement does not settle or resolve any of Hattiesburg’s claims or affect Hercules’ defenses in the above captioned case and is entered as a mutual agreement to resolve the emergency situation currently presented to the Court.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Hattiesburg has a need to construct the Project because the sanitary sewer line in the Project area has collapsed. The Project consists of 1366 linear feet of 15" PVC sewer pipe and five manholes and is more specifically described in construction drawings and specifications prepared by Hattiesburg's outside engineers.
2. A portion of the Project area is believed to contain volatile and semi-volatile organic constituents that are the subject of an investigation by Hercules under the oversight of the United States Environmental Protection Agency ("EPA").
3. Hattiesburg has filed suit against Hercules for, among other things, contamination allegedly migrating from a facility that Hercules operated between 1923 and 2009. The facility ceased operations in 2009. Hattiesburg has asserted claims against Hercules under the common law of Mississippi and the citizen suit provisions of the federal Resource Conservation and Recovery Act ("RCRA"). Hercules has denied Hattiesburg's allegations and is vigorously defending all claims asserted by Hattiesburg.
4. Following the collapse and failure of the sanitary sewer line beneath Providence Street on June 5, 2014, Hattiesburg filed an Emergency Motion for Preliminary Injunctive Relief [Doc. 44] pursuant to 42 U.S.C. § 6972(a)(1)(B), requesting that the Court enter an injunction requiring Hercules to manage any potentially hazardous, site-related constituents within the area of the Project and to take all necessary action to prevent any workers or contractors from encountering an alleged imminent and substantial endangerment to health as a result of any potentially hazardous, site-related constituents in the Project area. Hattiesburg and Hercules have entered this Agreement to allocate and delineate the obligations and responsibilities of Hercules and Hattiesburg associated with implementing the Project. Hattiesburg has requested and Hercules has agreed that Hercules will bear those costs and obligations to be incurred in the planning and construction of the Project that result or are associated with the presence or potential presence of site-related, hazardous constituents in the surface, subsurface soils, and groundwater in the vicinity of the Project.

5. The Project will be constructed in accordance with Hattiesburg's construction drawings and specifications. Any changes to the construction of the sewer necessitated by unanticipated conditions or events will be handled by a Work Change Order, which must be approved by Hattiesburg in advance of any unanticipated work only if it affects the costs to be paid by Hattiesburg as discussed in Paragraph 6.

6. Hattiesburg agrees to pay to Hercules the total sum of \$240,368.15. This sum represents the estimated total costs to Hattiesburg of implementing the Project in an uncontaminated work area. Hattiesburg also agrees to pay to Hercules within 30 days of agreement on the costs of the approved work any additional sums arising from Work Change Orders approved by Hattiesburg not necessitated by the presence of volatile or semi-volatile constituents at the Project site. In addition, the City agrees to implement, at its costs, the items assigned to the City in the Scope of Work attached as Exhibit 1. Fifty percent of the payment (\$120,184.07) shall be paid within 10 days of approval of this Agreement by the Court and the remaining fifty percent of the payment (\$120,184.08) shall be paid within 10 days of completion of the Project and acceptance by Hattiesburg. In addition, if uncontaminated material removed from the Project area cannot be reused solely because of geotechnical requirements (i.e., the material is free from contamination but unsuitable for reuse), then the City will reimburse Hercules for the cost of managing such material in accordance with the drawings and specifications attached to Exhibit 1 at \$3 per cubic yard.

7. Hercules agrees to hire a qualified contractor to implement the Project and to bear all cost in excess of the amount set forth in paragraph 5, including any additional sums arising from approved Work Change Orders necessitated by contaminated site conditions associated with implementing the Project. Specifically, Hercules agrees to undertake all activities to implement the Project except those specifically assigned to the City in Exhibit 1. Hercules shall initiate the Project upon receipt of the initial payment from Hattiesburg referenced in paragraph 5 and shall complete the Project within 60 days, not including any unanticipated delays caused by any governmental agency order, fire, flood, hurricane, tornado, epidemic, or other cause beyond the

reasonable control of Hercules, which prevents Hercules from performing any obligation hereunder. Hercules shall provide written notice to Hattiesburg, through counsel, of mobilization to implement the Project (or any part thereof) and Hattiesburg may observe or inspect any or all aspects of the Project subject to any Health and Safety Plan developed by Hercules for the Project.

8. Hercules agrees that all work involving groundwater, surface soil or subsurface soil that contains potentially hazardous, site-related constituents shall be done in appropriate consultation with the EPA, and Hercules agrees to be responsible for compliance with all applicable laws and regulations governing environmental remediation, safe handling and disposal of contaminated materials, and workplace safety.

9. Hattiesburg represents and warrants that it has the authority to enter into this Agreement, and that this Agreement has been approved by the City Council in accordance with applicable law.

10. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings of the parties related thereto. This Agreement may only be amended by mutual written agreement of the parties.

11. In the event of any dispute between the parties regarding their respective responsibilities and obligations pursuant hereto, the parties first agree to participate in at least four (4) hours of mediation before the Honorable John Roper before seeking relief from or review by the Court in this lawsuit.

12. In exchange for Hercules' execution of this Agreement, Hattiesburg agrees to file a joint motion with Hercules requesting that the Court hold the relief requested in Doc. 44 in abeyance and defer further consideration of Hattiesburg's Motion for Emergency Injunctive Relief. Upon satisfactory completion of the project pursuant to this Agreement, Hattiesburg and Hercules will file a joint motion informing the Court of the same and requesting dismissal of the Motion.

13. By executing this Agreement, Hercules does not admit any of the allegations made by Hattiesburg in the suit it filed against Hercules or in the Motion for Emergency Injunctive Relief,

or that Hattiesburg is entitled to any of the relief sought in the suit or Motion for Emergency Injunctive Relief.

14. This Agreement shall not be admissible in any judicial or administrative proceeding without further order of the Court.

Dated this the 8th day of July, 2014.

Hercules, Inc.

Mayor, City of Hattiesburg

Attest: _____
Deputy City Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

CITY OF HATTIESBURG

PLAINTIFF

vs.

CIVIL ACTION NO.: 2:13-cv-208KS-MTP

**HERCULES, INC., a foreign corporation;
and ASHLAND, INC., a foreign corporation**

DEFENDANTS

PROJECT RESPONSIBILITY ALLOCATION AGREEMENT

THIS PROJECT RESPONSIBILITY ALLOCATION AGREEMENT (this “Agreement”) is made this 8th day of July 2014, by and among the City of Hattiesburg, Mississippi (“Hattiesburg”), a municipality established under the laws of the State of Mississippi (“Hattiesburg”) and Hercules Incorporated, a Delaware corporation having its principal place of business in the State of Delaware (“Hercules”).

RECITALS

This Agreement is intended to allocate certain obligations and responsibilities between Hattiesburg and Hercules associated with a sanitary sewer replacement project beneath a portion of Providence Street, Hattiesburg, Mississippi. This Agreement represents the exclusive agreement governing the allocation of responsibility between Hattiesburg and Hercules for: (1) pre-construction activities associated with the sanitary sewer replacement project beneath Providence Street between W. 7th Street and W. Red Street (the “Project”); (2) the construction of the Project; and (3) maintenance activities associated with such pre-construction and construction activities. This Agreement does not settle or resolve any of Hattiesburg’s claims or affect Hercules’ defenses in the above captioned case and is entered as a mutual agreement to resolve the emergency situation currently presented to the Court.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Hattiesburg has a need to construct the Project because the sanitary sewer line in the Project area has collapsed. The Project consists of 1366 linear feet of 15" PVC sewer pipe and five manholes and is more specifically described in construction drawings and specifications prepared by Hattiesburg's outside engineers.
2. A portion of the Project area is believed to contain volatile and semi-volatile organic constituents that are the subject of an investigation by Hercules under the oversight of the United States Environmental Protection Agency ("EPA").
3. Hattiesburg has filed suit against Hercules for, among other things, contamination allegedly migrating from a facility that Hercules operated between 1923 and 2009. The facility ceased operations in 2009. Hattiesburg has asserted claims against Hercules under the common law of Mississippi and the citizen suit provisions of the federal Resource Conservation and Recovery Act ("RCRA"). Hercules has denied Hattiesburg's allegations and is vigorously defending all claims asserted by Hattiesburg.
4. Following the collapse and failure of the sanitary sewer line beneath Providence Street on June 5, 2014, Hattiesburg filed an Emergency Motion for Preliminary Injunctive Relief [Doc. 44] pursuant to 42 U.S.C. § 6972(a)(1)(B), requesting that the Court enter an injunction requiring Hercules to manage any potentially hazardous, site-related constituents within the area of the Project and to take all necessary action to prevent any workers or contractors from encountering an alleged imminent and substantial endangerment to health as a result of any potentially hazardous, site-related constituents in the Project area. Hattiesburg and Hercules have entered this Agreement to allocate and delineate the obligations and responsibilities of Hercules and Hattiesburg associated with implementing the Project. Hattiesburg has requested and Hercules has agreed that Hercules will bear those costs and obligations to be incurred in the planning and construction of the Project that result or are associated with the presence or potential presence of site-related, hazardous constituents in the surface, subsurface soils, and groundwater in the vicinity of the Project.

5. The Project will be constructed in accordance with Hattiesburg's construction drawings and specifications. Any changes to the construction of the sewer necessitated by unanticipated conditions or events will be handled by a Work Change Order, which must be approved by Hattiesburg in advance of any unanticipated work only if it affects the costs to be paid by Hattiesburg as discussed in Paragraph 6.

6. Hattiesburg agrees to pay to Hercules the total sum of \$240,368.15. This sum represents the estimated total costs to Hattiesburg of implementing the Project in an uncontaminated work area. Hattiesburg also agrees to pay to Hercules within 30 days of agreement on the costs of the approved work any additional sums arising from Work Change Orders approved by Hattiesburg not necessitated by the presence of volatile or semi-volatile constituents at the Project site. In addition, the City agrees to implement, at its costs, the items assigned to the City in the Scope of Work attached as Exhibit 1. Fifty percent of the payment (\$120,184.07) shall be paid within 10 days of approval of this Agreement by the Court and the remaining fifty percent of the payment (\$120,184.08) shall be paid within 10 days of completion of the Project and acceptance by Hattiesburg. In addition, if uncontaminated material removed from the Project area cannot be reused solely because of geotechnical requirements (i.e., the material is free from contamination but unsuitable for reuse), then the City will reimburse Hercules for the cost of managing such material in accordance with the drawings and specifications attached to Exhibit 1 at \$3 per cubic yard.

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reasonable control of Hercules, which prevents Hercules from performing any obligation hereunder. Hercules shall provide written notice to Hattiesburg, through counsel, of mobilization to implement the Project (or any part thereof) and Hattiesburg may observe or inspect any or all aspects of the Project subject to any Health and Safety Plan developed by Hercules for the Project.

8. Hercules agrees that all work involving groundwater, surface soil or subsurface soil that contains potentially hazardous, site-related constituents shall be done in appropriate consultation with the EPA, and Hercules agrees to be responsible for compliance with all applicable laws and regulations governing environmental remediation, safe handling and disposal of contaminated materials, and workplace safety.

9. Hattiesburg represents and warrants that it has the authority to enter into this Agreement, and that this Agreement has been approved by the City Council in accordance with applicable law.

10. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings of the parties related thereto. This Agreement may only be amended by mutual written agreement of the parties.

11. In the event of any dispute between the parties regarding their respective responsibilities and obligations pursuant hereto, the parties first agree to participate in at least four (4) hours of mediation before the Honorable John Roper before seeking relief from or review by the Court in this lawsuit.

12. In exchange for Hercules' execution of this Agreement, Hattiesburg agrees to file a joint motion with Hercules requesting that the Court hold the relief requested in Doc. 44 in abeyance and defer further consideration of Hattiesburg's Motion for Emergency Injunctive Relief. Upon satisfactory completion of the project pursuant to this Agreement, Hattiesburg and Hercules will file a joint motion informing the Court of the same and requesting dismissal of the Motion.

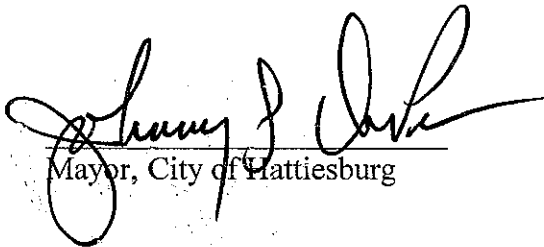
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or that Hattiesburg is entitled to any of the relief sought in the suit or Motion for Emergency Injunctive Relief.

14. This Agreement shall not be admissible in any judicial or administrative proceeding without further order of the Court.

Dated this the 8th day of July, 2014.

Hercules, Inc.



Mayor, City of Hattiesburg

Attest: 
Deputy City Clerk

EXHIBIT 1

The following work scope has been prepared for the replacement of the City of Hattiesburg (City) sanitary sewer line located beneath West 7th Street and Providence Street along the eastern property line of the former Hercules Incorporated (Hercules) Hattiesburg facility. The work to be completed is detailed in the drawings titled Construction Plans for Sewer Rehabilitation on Providence Street, dated June 19, 2014 and specifications document titled Sanitary Sewer Replacement Providence Street Area, dated June 2014, prepared by the City's Engineer (SD&W Consulting Engineers) (attached). The approach to the work scope and separation of responsibilities between Hercules and the City presented in this letter is recommended due to the potential presence of groundwater containing volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) within some areas of the sewer replacement project.

The City will have responsibility to complete or provide the following services and goods:

- Provide complete construction drawings and specifications stamped for construction by a registered Professional Engineer applicable to the Providence Street Sanitary Sewer Replacement Project.
- Install and operate for the duration of the project, a sewer bypassing system whereby sewage water would be diverted from the project area manholes and piping as needed. This includes measures for those with connections to the sanitary sewer between these manholes to avoid any potential loss of service to customers. The City will bear the costs of the sewer bypass system, with Hercules reimbursing the City only for costs of operating the bypass system for any time in excess of the time established for completing the sewer repairs as set forth in paragraph 7 of the Project Responsibility Allocation Agreement.
- Manage water generated during dewatering the sewer replacement excavation and redirected to the sanitary sewer system, as long as the water does not contain any separate phase material or dissolved phase constituents in excess of concentrations established in consultation with the MDEQ and/or EPA authorizing the discharge and does not cause any upset or bypass condition at the City's wastewater treatment plant.
- Properly close West 7th Street and Providence Street and provide all traffic controls for the duration of the project as deemed necessary.
- Provide appropriate project supervision, including on-site representatives as appropriate, to inspect, approve, and certify the project work as necessary and appropriate. Such supervision will include a Project Engineer authorized to evaluate and agree, as appropriate, on any Work Change Orders that arise during the project. The City or its designees shall be responsible for all final certifications and approvals associated with the Work, excepting any regulatory certifications or approvals necessary due to the potential presence of contamination in the project area.

Hercules will have responsibility to complete the following activities:

- Remove old sanitary sewer and replace with a new sanitary sewer from Station 1396.13 to Station 2761.83 (total distance of 1365.70 feet) per the drawings and specifications including Manholes A369, A370, A371, A372 and A373. This shall include all tie-ins both at manholes and along the pipe length, and any other project components (i.e. pipe bedding, backfilling,

compaction, groundwater dewatering, storm sewer cross drain replacement, etc..) as shown on the construction drawings, but excluding sewer bypassing and traffic controls.

- Dispose of any groundwater that is deemed hazardous or fails to meet any criteria established in consultation with MDEQ and/or EPA.
- Manage groundwater containing any separate phase material by treating through an oil/water separator prior to discharging the groundwater to the sanitary sewer; manage solid waste generated by the oil/water separator
- Dispose of any soils that are deemed hazardous; otherwise, soil shall be replaced back into the excavation if appropriate from a geotechnical standpoint as proposed by Hercules and approved by the City.
- Conduct air monitoring during the sewer replacement activities.
- Replace asphalt in West 7th Street and Providence Street following the completion of the work as defined in the technical specifications.
- Dispose of the entire length of the old sanitary sewer piping, manholes, etc. (including transportation and disposal).
- Manage all non-hazardous soil which cannot be re-used as piping backfill due to project design requirements for 36 inches of select material and 6 inches of crushed aggregate and/or geotechnical considerations as proposed by Hercules and approved by the City.
- Provide copies of all sampling data, waste manifests, and disposal records to the City upon the completion of the Project.
- Provide the City with reasonable access to the project area and personnel charged with implementing the project sufficient to allow the City full opportunity to inspect, evaluate, approve or certify, as necessary, the performance of the project in accordance with the project drawings and specifications (attached) and any approved Work Change Orders.

EXHIBIT 1

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- Properly close West 7th Street and Providence Street and provide all traffic controls for the duration of the project as deemed necessary.
- Provide appropriate project supervision, including on-site representatives as appropriate, to inspect, approve, and certify the project work as necessary and appropriate. Such supervision will include a Project Engineer authorized to evaluate and agree, as appropriate, on any Work Change Orders that arise during the project. The City or its designees shall be responsible for all final certifications and approvals associated with the Work, excepting any regulatory certifications or approvals necessary due to the potential presence of contamination in the project area.

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- Provide copies of all sampling data, waste manifests, and disposal records to the City upon the completion of the Project.
- Provide the City with reasonable access to the project area and personnel charged with implementing the project sufficient to allow the City full opportunity to inspect, evaluate, approve or certify, as necessary, the performance of the project in accordance with the project drawings and specifications (attached) and any approved Work Change Orders.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

July 7, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND VIA ELECTRONIC MAIL

Kristina M. Woods, Esq.
Law Department
Ashland Inc.
5200 Blazer Parkway
Dublin, Ohio 43017

Dear Ms. Woods:

Enclosed please find a file-stamped copy of the executed RCRA Section 3008(h) Administrative Order on Consent (Consent Order), In the matter of Hercules Incorporated, Docket No. RCRA-04-2014-4201(b). The Consent Order was signed by the EPA on July 3, 2014, making its effective date Tuesday, July 8, 2014.

If you have any questions, please feel free to contact me at (404) 562-8569. Legal inquiries should be directed to Colleen E. Michuda at (404) 562-9685. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey T. Pallas".

Jeffrey T. Pallas
Deputy Director
RCRA Division

Enclosure: Consent Order, dated July 3, 2014

cc: Karl S. Bourdeau, Beveridge & Diamond, P.C., via electronic mail
John A. Brunini, Butler Snow LLP, via electronic mail

RECEIVED
EPA REGION IV

2014 JUL -7 PM 4: 34

HEARING CLERK

RCRA SECTION 3008(h) ORDER ON CONSENT

ISSUED TO

Hercules Incorporated

Docket No. RCRA-04-2014-4201(b)

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FIGURES

Figure 1 (Site Aerial Map)

Figure 2 (Sample Location Map)

ATTACHMENTS

Attachment 1 (Administrative Record Index)

Attachment 2 (Interim Measures Scope of Work)

Attachment 3 (Sewer Scope of Work)

Attachment 4 (Data Management Memorandum)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

IN THE MATTER OF:	)	Docket Number: RCRA-04-2014-4201(b)
	)	
Hercules Incorporated	)	Proceeding under Section 3008(h)
613 W. 7 th Street	)	of the Resource Conservation and
Hattiesburg, Mississippi 39401	)	Recovery Act, as amended,
	)	42 U.S.C. § 6928(h)
	)	
EPA I.D. No: MSD008182081	)	
	)	
<u>Respondent.</u>	)	

ADMINISTRATIVE ORDER ON CONSENT

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is entered into pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6928(h). The authority vested in the Administrator to enter into orders under Section 3008(h) of RCRA has been delegated to the Regional Administrators by EPA Delegation Nos. 8-31 and 8-32, dated May 11, 1994, and has been further delegated by the Regional Administrator for Region 4 to the Deputy Director, RCRA Division, pursuant to Regional Delegation Nos. 8-31 and 8-32, dated August 18, 2010.

2. This Consent Order is entered into by the EPA and Hercules Incorporated ("Hercules"), a company organized under the laws of the State of Delaware. Hercules ("Respondent") is an owner/operator of the Hercules facility, located at 613 W. 7th Street, Hattiesburg, Forrest County, Mississippi ("the Facility"). A map that generally depicts the Facility is attached hereto as Figure 1.

3. Respondent consents to and agrees not to contest the EPA's jurisdiction to issue this Consent Order or to enforce its terms. Further, Respondent will not contest the EPA's jurisdiction to compel compliance with this Consent Order in any subsequent enforcement proceedings, either administrative or judicial; to require Respondent's full or interim compliance with the terms of this Consent Order; or to impose sanctions for violations of this Consent Order.

4. Respondent waives any rights to request a hearing on this matter pursuant to Section 3008(b) of RCRA, 42 U.S.C. § 6928(b), and 40 C.F.R. Part 24, and consents to the issuance of this Consent Order without a hearing pursuant to Section 3008(b) of RCRA as a Consent Order issued pursuant to Section 3008(h) of RCRA.

5. For purposes of this Consent Order only, and except as otherwise provided herein, Respondent waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Consent Order, including any right of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706, providing for review of final agency action.

6. The EPA and Respondent recognize that this Consent Order has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Consent Order do not constitute an admission of any liability, including, but not limited to, an admission that the Facility has ever operated subject to the interim status authorities under RCRA. Respondent does not admit, and retains the right to controvert in any proceeding (including, but not limited to, *City of Hattiesburg v. Hercules, Inc. and Ashland, Inc.*, Civil Action No. 2:13-cv-208KS-MTP, USDC, Southern District of Mississippi, Eastern Division), other than proceedings to implement or enforce this Consent Order, the validity of the EPA's findings of fact, conclusions of law, and determinations in Sections V (Findings of Fact) and VI (Conclusions of Law and Determinations) of this Consent Order, many of which Respondent disputes. Respondent agrees to comply with and be bound by the terms of this Consent Order and further agrees that it will not contest the basis or validity of this Consent Order or its terms.

II. DEFINITIONS

7. Unless otherwise expressly provided herein or listed below, terms used in this Consent Order, which are defined in RCRA, 42 U.S.C. §§ 6901-6992k, or in regulations promulgated under RCRA, shall have the definitions given to them in RCRA or in such regulations.

- a. Acceptable or acceptable, in the phrase "In a manner acceptable to the EPA..." shall mean that submittals or completed work meet the terms and conditions of this Consent Order, attachments, scopes of work, approved work plans, the EPA's written comments, and/or guidance documents identified by the EPA as being applicable to the Work performed pursuant to this Consent Order.
- b. Additional work shall mean any activity or requirement that is not expressly covered by this Consent Order or its attachments but is determined by the EPA to be necessary to fulfill the purposes of this Consent Order as presented in Section III (Statement of Purpose).
- c. Administrative Record shall mean the record compiled and maintained by the EPA supporting this Consent Order. An index of the Administrative Record for this Consent Order is included as Attachment 1. For information on the contents of the Administrative Record, see "Guidance on Administrative Records for RCRA 3008(h) Actions," OSWER Directive 9940.4 (July 6, 1989), and the EPA's "Action Development Process: Administrative Records Guidance" (Sept. 2011).
- d. Area of concern or AOC shall include any discrete contiguous area that is not a solid waste management unit (SWMU) and has a probable release of hazardous waste or

hazardous constituents that is determined by the EPA to pose a current or potential threat to human health or the environment. Although the Facility is currently

undergoing an investigation pursuant to a RCRA Section 3013 Order, no formal designation of AOCs has been made.

- c. CERCLA shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.
- f. Comply or compliance may be used interchangeably and shall mean completion of Work required by this Consent Order of a quality approvable by the EPA and in the manner and time specified in this Consent Order or any modification thereof, its attachments or any modification thereof, or written EPA directives. Respondent must meet both the quality and timeliness components of a particular requirement to be considered in compliance with the terms and conditions of this Consent Order.
- g. Contractor or contractor shall include any subcontractor, consultant or laboratory retained to conduct or monitor any portion of the Work performed pursuant to this Consent Order.
- h. Corrective Measures shall mean those measures or actions necessary to control, prevent, or mitigate the release or potential release of hazardous waste or hazardous constituents at or from the Facility into the environment, as necessary to protect human health and the environment.
- i. Data quality objectives shall mean the qualitative or quantitative statements, the application of which is designed to ensure that data of known and appropriate quality are obtained.
- j. Day or day shall mean a calendar day unless expressly stated to be a business day. Business day shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next business day.
- k. EPA or U.S. EPA shall mean the United States Environmental Protection Agency, and any successor departments or agencies of the United States.
- l. The Facility shall mean the Hercules Incorporated Facility located at 613 W. 7th Street, Hattiesburg, Mississippi. The Facility includes all contiguous property under the control of Respondent, as depicted on Figure 1. A "facility" shall have the meaning assigned to it in 40 C.F.R. § 260.10.
- m. Hazardous constituents shall mean those constituents listed in Appendix VIII to 40 C.F.R. Part 261 or Appendix IX to 40 C.F.R. Part 264.

- n. Hazardous waste shall mean hazardous waste as defined in Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), or 40 C.F.R. § 260.10. This term includes hazardous constituents as defined above.
- o. Interim Measures or IM shall mean those actions which can be initiated in advance of implementation of the final corrective action for the Facility to achieve the goal of Stabilization. Interim Measures initiate cleanup at the Facility and control or eliminate the release of hazardous waste or hazardous constituents at or from the Facility as necessary to protect human health and/or the environment.
- p. Interim Measures Scope of Work or IM SOW shall mean the outline of work Respondent must use to develop all work plans and reports required by this Consent Order as set forth in this Consent Order and Attachment 2. The IM SOW and any modifications or amendments thereto are incorporated into this Consent Order and are an enforceable part of this Consent Order.
- q. MDEQ shall mean the Mississippi Department of Environmental Quality, and any successor departments or agencies of the State of Mississippi.
- r. RCRA shall mean the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901 *et seq.*
- s. Receptors or receptors shall mean those humans, animals, or plants and their habitats which are or may be affected by releases of hazardous waste or hazardous constituents from or at the Facility.
- t. Solid waste management unit or SWMU shall mean any discernible unit at which solid wastes have been placed at any time irrespective of whether the unit was intended for the management of solid or hazardous waste. Such units include any area at a facility where solid wastes have been routinely and systematically released. Although the Facility is currently undergoing an investigation pursuant to a RCRA Section 3013 Order, no formal designation of SWMUs has been made.
- u. Stabilization shall mean the goal or philosophy of controlling or abating immediate threats to human health and/or the environment from releases of hazardous waste or hazardous constituents and/or preventing or minimizing the migration of hazardous waste or hazardous constituents as necessary to protect human health and/or the environment while long-term Corrective Measures alternatives are being evaluated
- v. United States shall mean the United States of America and each department, agency, and instrumentality of the United States, including the EPA.
- w. Violations or violations of this Consent Order shall mean those actions or omissions, failures or refusals to act by Respondent that result in a failure to meet the terms and conditions of this Consent Order or its attachments.

- x. Work or obligation shall mean any activity Respondent must perform to comply with the requirements of this Consent Order and its attachments.
- y. Work plans shall mean the detailed plans prepared by Respondent to satisfy the requirements of this Consent Order.

III. STATEMENT OF PURPOSE

8. In entering into this Consent Order, the mutual objectives of the EPA and Respondent are to perform Interim Measures ("IM") at the Facility to mitigate and relieve threats to human health and/or the environment. Interim Measures are to be used whenever possible to achieve the initial goal of Stabilization while long-term Corrective Measures are evaluated and implemented as necessary to protect human health and the environment. Respondent is currently characterizing the full nature and extent of the contamination at the Facility pursuant to a RCRA Section 3013 Order, Docket No. RCRA-04-2011-4251, issued by the EPA on May 9, 2011 (hereinafter, "3013 Order").

IV. PARTIES BOUND

9. This Consent Order shall apply to and be binding upon the EPA and upon Respondent and Respondent's officers, directors, employees, agents, successors and assigns, trustees, receivers, and upon all persons, including but not limited to contractors and consultants, acting on behalf of Respondent.

10. No change in ownership or corporate or partnership status relating to the Facility will in any way alter Respondent's responsibility under this Consent Order. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, shall not affect Respondent's obligations under this Consent Order. Respondent will be responsible for and liable for any failure to carry out all activities required of Respondent by the terms and conditions of the Consent Order, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks.

11. Respondent shall provide a copy of this Consent Order to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the Work performed pursuant to this Consent Order within seven (7) calendar days of the effective date of this Consent Order, or the retention of such person(s), whichever occurs later, and shall condition all such contracts on compliance with the terms of this Consent Order.

12. Respondent shall give written notice of this Consent Order to any successor-in-interest prior to transfer of ownership or operation of the Facility or a portion thereof, and shall notify the EPA and MDEQ in writing no less than thirty (30) calendar days prior to such transfer.

13. Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order, including any portions of this Consent Order incorporated by reference.

V. FINDINGS OF FACT

14. Based upon the Administrative Record, an index of which is included as Attachment I, EPA Region 4 has made the following findings of fact¹:

- a. Respondent is a Delaware corporation doing business in the State of Mississippi and is a "person" as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
- b. Respondent's Facility includes a wastewater treatment impoundment basin ("IB"), which served as a primary sedimentation unit for the Facility's wastewater treatment process.
- c. In March 1990, the EPA issued the Toxicity Characteristic Rule ("TC Rule"), which replaced the Extraction Procedure ("EPTox") Leach Test with the Toxicity Characteristic Leaching Procedure ("TCLP") and added benzene to the list of characteristic hazardous wastes. The TC Rule became effective on September 25, 1990.
- d. Based on Hercules' own TCLP sampling and analysis, the IB contains waste exhibiting the characteristic of toxicity for benzene, which has a hazardous waste code of D018.
- e. Based on data collected during the ongoing investigations being conducted pursuant to the 3013 Order, certain wastes and hazardous constituents, including, but not limited to benzene, carbon tetrachloride, and chloroform, have been released into the soil and groundwater at the Facility and off-site areas.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

15. Based on the foregoing findings of fact and after consideration of the Administrative Record, the Deputy Division Director of EPA Region 4's RCRA Division, has made the following conclusions of law and determinations:

- a. Respondent is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
- b. By storing D018 hazardous waste in the IB after the September 25, 1990, TC Rule effective date, Respondent became the owner and operator of a facility subject to the interim status requirements of Section 3005(e) of RCRA, 42 U.S.C. § 6925(e).
- c. Certain wastes and constituents found at the Facility, including, but not limited to benzene, carbon tetrachloride, and chloroform, are hazardous wastes and/or hazardous constituents pursuant to Sections 1004(5) and 3001 of RCRA, 42 U.S.C. §§ 6903(5) and 6921, and 40 C.F.R. Part 261.

¹ The documents contained in the Administrative Record, including the 3013 Order and its Administrative Record, set forth additional facts pursuant to which this Consent Order is issued.

- d. There is or has been a release of hazardous wastes or hazardous constituents into the environment from the Facility.
- e. The actions required by this Consent Order are necessary to protect human health and/or the environment.

VII. PROJECT COORDINATOR

16. EPA hereby designates as its Project Coordinator:

Meredith C. Anderson
Restoration and Underground Storage Tank Branch
RCRA Division
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303
404-562-8608
anderson.meredith@epa.gov

Respondent has designated the following as its Project Coordinator:

Tim Hassett, P.E.
Remediation Project Manager
Environmental Health, Safety & Product Regulatory
Ashland Hercules Research Center
500 Hercules Road
Wilmington, Delaware 19808-1599
302-995-3456
tdhassett@ashland.com

MDEQ has designated the following as its Project Coordinator:

Willie McKercher
MDEQ
P.O. Box 2261
Jackson, Mississippi 39225
601-961-5731
Willie_McKercher@deq.state.ms.us

17. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order and for designating a person to act in his/her absence. The EPA Project Coordinator will be the EPA's designated representative for the Facility. The MDEQ Project Coordinator will be the MDEQ's designated representative for the Facility. To the maximum extent practicable, all communications between Respondent and the EPA and MDEQ, and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to this Consent Order, shall be directed through the Project Coordinators. The absence

of the EPA or MDEQ Project Coordinators from the Facility shall not be cause for the stoppage of work.

18. The parties may change their Project Coordinators. Respondent shall provide the EPA and MDEQ with a written notice of any change in its Project Coordinator. Such notice shall be provided at least seven (7) calendar days prior to the change in Project Coordinator.

VIII. WORK TO BE PERFORMED

19. Pursuant to Section 3008(h) of RCRA, Respondent agrees to and is hereby ordered to perform the acts specified in this section, in the manner and by the dates specified herein. All Work undertaken pursuant to this Consent Order shall be performed in a manner consistent with the attached Interim Measures Scope of Work ("IM SOW") (Attachment 2), RCRA, and other applicable federal and state laws and their implementing regulations, and consistent with all relevant EPA guidance documents as appropriate to the Facility and the Work to be performed by Respondent under this Consent Order. Relevant guidance may include, but is not limited to, the documents listed at http://www.epa.gov/reg3wcmd/ca/ca_resources.htm, which are incorporated by reference as if fully set forth herein.

20. Consistent with the Statement of Purpose set forth in Section III, the EPA, in consultation with MDEQ, and Respondent shall evaluate available data and assess the need for Interim Measures ("IM"), in addition to those specifically required by this Consent Order. IM shall be used whenever possible to achieve the performance objectives of control, mitigation, and/or removal of off-site hazardous waste and hazardous constituents originating from the Hercules Facility and the reduction of risk to off-site receptors.

21. Respondent shall perform the specific IMs as set forth below in accordance with the time frames set forth herein:

a. The EPA and Respondent acknowledge that Respondent has agreed and is contractually obligated to the City of Hattiesburg to perform the work outlined in Attachment 3 ("Sewer SOW") in accordance with the terms and conditions of an agreement between the City of Hattiesburg and Respondent. Pursuant to this Consent Order, those aspects of the Sewer SOW relating to characterization and management of contaminated media and addressing protection of workers and prevention of unacceptable exposure of the public to hazardous constituents encountered within the area of work while the work is performed pursuant to the Sewer SOW, shall be subject to oversight by the EPA and/or MDEQ. Respondent shall ensure that hazardous waste determinations are performed on all groundwater, soils, and other waste materials generated during the sewer work, and shall manage all wastes in accordance with applicable federal and state regulations. Prior to commencing this work, Respondent shall submit to the EPA and MDEQ a Contingency Plan providing for activities to be undertaken in the event that air monitoring indicates an unacceptable risk to workers or off-site receptors during the sewer work. Respondent shall provide copies of all sampling data, waste manifests, and disposal records to the EPA and MDEQ.

b. Within forty-five (45) calendar days of the effective date of this Consent Order, Respondent shall submit to the EPA and MDEQ an IM work plan ("IM WP") for the implementation of the specific Interim Measures noted below:

- Decommissioning of the IB in accordance with the Revised Impounding Basin Decommissioning Work Plan, dated August 5, 2013, as revised in response to MDEQ's Comments, dated May 8, 2014, and approved by the EPA and MDEQ.
- Removal of the underground storage tank(s) (USTs) (and any contaminated environmental media associated with the UST removal) in Area #2, in general accordance with applicable Mississippi UST regulations. See Figure 2 for a layout of the Facility and areas being addressed by this Consent Order.
- Assessment of the former scale(s)/structure(s) in Area #2 to determine if they are sources that need to be removed as an IM, and removal of the structure(s) (and any contaminated environmental media generated by the removal) if such determination is made.
- Removal of the mobile fraction of free product (i.e., Dense non-aqueous phase liquid ("DNAPL")) from groundwater in Area #1, to the extent technically practicable.
- Evaluation of dissolved phase groundwater contamination in Area #1 to determine the level of hydraulic control, mitigation, and/or removal that is required to prevent or minimize, and/or reduce the extent of the migration of hazardous constituents towards residential areas (including the residence at 135 W. 8th Street), and implement the appropriate IM, if necessary and to the extent technically practicable, to mitigate unacceptable risks to receptors at such residences.
- Evaluation of dissolved phase groundwater contamination in Area #2 to determine if it is off-site and, if so, determine the level of hydraulic control, mitigation, and/or removal that is required to prevent or minimize, and/or reduce the extent of the migration of hazardous constituents towards residential areas, and implement the appropriate IM, if necessary and to the extent technically practicable, to mitigate unacceptable risks to receptors at such residences.
- Continue to evaluate the vapor intrusion pathway at residences in Area #1 (including, at a minimum, four (4) quarters of crawl space and ambient air monitoring at the residence at 135 W. 8th Street under the 3013 Order), and then, if it is determined, based on a multiple lines of evidence approach, that an unacceptable risk to human health exists, institute mitigation and/or remediation of the vapor intrusion pathway as necessary to protect human health, as determined by the EPA in consultation with MDEQ.

22. In the event Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers solid waste management units not previously identified, Respondent shall notify the EPA and MDEQ Project Coordinators, orally within 48 hours of discovery and in writing within five (5) calendar days of such discovery, summarizing the immediacy and magnitude of the potential threat(s) to human health and/or the environment. Upon written request of the EPA and within ten (10) calendar days, Respondent shall submit to the EPA and

MDEQ an additional work plan that identifies Interim Measures which will mitigate the threat. The EPA will specify the contents of such work plan. If the EPA determines that immediate action is required, the EPA Project Coordinator may orally authorize Respondent to act prior to the EPA's receipt of the additional work plan.

23. If the EPA or MDEQ identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers solid waste management units not previously identified, the EPA will notify Respondent in writing. Upon written request by the EPA and within ten (10) calendar days of receiving the EPA's written notification, Respondent shall submit to the EPA and MDEQ an additional work plan that identifies Interim Measures which will mitigate the threat. The EPA will specify the contents of such work plan. If the EPA determines that immediate action is required, the EPA Project Coordinator may orally require Respondent to act prior to Respondent's receipt of the EPA's written notification.

24. All IM work plans shall ensure that the IM are consistent with the objectives of, and contribute to the performance of, any long-term Corrective Measures which may be required at the Facility.

25. Concurrent with the submission of any IM work plan, Respondent shall submit to the EPA and MDEQ a Project Management Plan, which includes a description of how the work will be managed and which shall list the names and qualifications of project personnel; a Quality Assurance Project Plan ("QAPP") in accordance with Section X (Quality Assurance); and a Health and Safety Plan ("HASP"). All such plans shall be prepared in accordance with EPA guidance documents and requirements.

26. Previously submitted plans, data, or reports under the 3013 Order may be relied upon to fulfill the requirements of this Consent Order, with the prior approval of the EPA. Proper citation of any such source information or data should be included in all submittals to the EPA and MDEQ.

27. Design, construction and implementation, operation and maintenance, and performance monitoring of the Interim Measures outlined in any approved IM work plan shall be conducted in a timely manner to achieve the IM performance objectives and in accordance with approved design specifications and plans.

IX. AGENCY APPROVALS/PROPOSED CONTRACTOR/ ADDITIONAL WORK

A. EPA APPROVALS

28. The EPA and MDEQ will review all written proposals, work plans, draft and final reports, and any other documents required to be submitted under this Consent Order ("submissions"). The EPA, after consultation with MDEQ, may: (a) approve the submission; (b) approve the submission with modifications; (c) disapprove the submission and direct Respondent to resubmit the document after incorporating the EPA's and/or MDEQ's comments; or (d) disapprove the submission and assume responsibility for performing all or any part of the work.

Consistent with Paragraph 31 below, unless the EPA determines that a submission is wholly inconsistent with the requirements of this Consent Order, the EPA shall provide Respondent at least one reasonable opportunity to revise the submission prior to approving the submission with the EPA's own modifications or disapproving the submission and assuming responsibility for any part of the work. The EPA, after consultation with MDEQ, may also approve, modify, or disapprove a portion of a submission. As used in this Consent Order, the terms "approval by the EPA," "EPA approval," or a similar term means the action described in (a) or (b) of this paragraph.

29. Prior to the EPA's written approval, with or without modifications, no written proposal, work plan, report, or other submission shall be construed as approved and final. Oral advice, suggestions, or comments given by EPA representatives will not constitute approval, nor shall any oral approval or oral assurance of approval be considered as binding.

30. Upon receipt of a notice of disapproval pursuant to Paragraph 28, or a request for a modification, Respondent shall, within fifteen (15) calendar days, or such longer time as specified by the EPA in its notice of disapproval or request for modification, correct the deficiencies, and resubmit the work plan, report, specification, schedule, or other submission in accordance with the EPA's written comments for approval. Notwithstanding the notice of disapproval, or approval with modifications, Respondent shall proceed, at the direction of the EPA, to take any action required by any approved portion of the submission. Revised submittals are also subject to EPA approval, approval with conditions and/or modifications, or disapproval. For purposes of Respondent's submissions, dispute resolution under Section XVI shall apply only to: (i) submissions disapproved and revised by the EPA; (ii) submissions disapproved by the EPA, then revised and resubmitted by the Respondent, and again disapproved by the EPA; or (iii) submissions disapproved by the EPA with assumption by the EPA of responsibility for the work.

31. Subject to Section XVI (Dispute Resolution), if, after providing Respondent with the opportunity to correct and resubmit any submittal required under this Consent Order, the EPA, in consultation with MDEQ, determines that the submittal still fails to meet the technical or administrative requirements of this Consent Order or applicable regulations, the EPA may modify the submission with the EPA's and/or MDEQ's comments and finalize and approve the document for implementation by Respondent.

32. Subject to Section XVI (Dispute Resolution), within fifteen (15) calendar days following EPA approval of a submission or portion thereof, or the EPA's modification of a submission pursuant to Paragraph 31, Respondent shall implement such approved document or portion.

33. Subject to Section XVI (Dispute Resolution), all written proposals, work plans, reports, and/or other submissions required by this Consent Order are, upon approval by the EPA (including modification and approval), incorporated into this Consent Order. Any noncompliance with such EPA-approved written proposals, work plans, reports, specifications, schedules, and other submissions shall constitute noncompliance with this Consent Order. Oral advice or approvals given by EPA representatives shall not relieve Respondent of its obligation to obtain formal, written approvals required by this Consent Order.

B. PROPOSED CONTRACTOR/CONSULTANT

34. All Work performed by Respondent pursuant to this Consent Order shall be under the direction and supervision of an individual who has demonstrated expertise in hazardous waste site investigation. As part of Respondent's Project Management Plan, required pursuant to Paragraph 25 above, before any Work is performed, Respondent shall submit to the EPA and MDEQ, in writing, the name, title, and qualifications of the supervisory personnel and of any contractors or subcontractors to be used in carrying out the terms of this Consent Order. Additionally, Respondent shall ensure that when a license is required, only licensed individuals shall be used to perform any Work required by this Consent Order. The EPA reserves the right to disapprove Respondent's contractor and/or consultant at any time during the period that this Consent Order is effective. If the EPA disapproves a contractor or consultant, then Respondent must, within thirty (30) calendar days of receipt from the EPA of written notice of disapproval, notify the EPA, in writing, of the name, title, and qualifications of any replacement. The EPA's disapproval shall not be subject to review under Section XVI (Dispute Resolution).

35. Respondent shall provide at least ten (10) calendar days written notice to the EPA and MDEQ prior to changing any contractor or subcontractor.

C. ADDITIONAL WORK

36. The EPA, in consultation with MDEQ, may determine, or Respondent may propose, that certain additional Interim Measures, including investigatory work, engineering evaluation, remediation, or procedure/methodology modifications, are necessary in addition to or in lieu of the tasks specifically identified in and required by Paragraph 21 of this Consent Order and/or included in any EPA-approved work plan, when such additional work is necessary to meet the purposes set forth in Section III (Statement of Purpose). If the EPA, after consultation with MDEQ, determines that Respondent shall perform additional work, the EPA will notify Respondent in writing and specify the basis for its determination that the additional work is necessary. Within fifteen (15) calendar days after the receipt of such determination, Respondent shall have the opportunity to meet or confer with the EPA and MDEQ to discuss the additional work. If required by the EPA, Respondent shall submit for EPA approval a work plan for the additional work. The EPA will specify the contents of such work plan. Such work plan shall be submitted to the EPA and MDEQ within thirty (30) calendar days of receipt of the EPA's determination that additional work is necessary, or according to an alternative schedule established by the EPA. Upon approval of a work plan by the EPA, Respondent shall implement it in accordance with the schedule and provisions contained therein.

X. QUALITY ASSURANCE

37. All sampling undertaken pursuant to this Consent Order shall be performed in accordance with the EPA-approved terms and schedules, and in a manner consistent with the EPA's "Field Branches Quality System and Technical Procedures," which is available at <http://www.epa.gov/region4/sesd/fbqstp/index.html>.

38. Respondent shall follow EPA guidance for sampling and analysis. Respondent shall submit a QAPP pursuant to the March 2001 "U.S. EPA Requirements for Quality Assurance Project Plans" (EPA QA-R5), available at <http://www.epa.gov/QUALITY/qs0docs/r5-final.pdf>. All work plans submitted pursuant to this Consent Order and Respondent's QAPP shall contain quality assurance/quality control (QA/QC) and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the QA/QC and chain of custody procedures in approved work plans must be approved by the EPA prior to implementation; must be documented, including the reasons for the deviations; and must be reported in the applicable report.

39. The name(s), address, telephone number, and contact person of each analytical laboratory Respondent proposes to use must be specified in the applicable work plan(s).

40. All work plans required under this Consent Order shall include data quality objectives for each data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended use(s). Guidance regarding data quality objectives can be found in the February 2006 "U.S. EPA Guidance for the Data Quality Objectives Process," available at <http://www.epa.gov/quality1/qs-docs/g4-final.pdf>.

41. Respondent shall monitor to ensure that high quality data are obtained by its consultant(s) or contract laboratories. Respondent shall ensure that laboratories used by Respondent for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (SW-846), or other methods deemed satisfactory to the EPA. If methods other than EPA methods are to be used, Respondent shall specify and submit all such protocols for EPA approval in the applicable work plan. The EPA may reject any data that does not meet the requirements of the approved work plan, or EPA analytical methods, and may require resampling and additional analysis.

42. Respondent shall ensure that the laboratories it uses for analyses participate in a QA/QC program equivalent to that which is followed by the EPA. The EPA may conduct a performance and QA/QC audit of each laboratory chosen by Respondent before, during, or after sample analyses. Upon request by the EPA, Respondent shall have its laboratory perform analyses of samples provided by the EPA to demonstrate laboratory performance. If the audit reveals deficiencies in a laboratory's performance or QA/QC, resampling and additional analysis may be required.

XI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

43. Respondent shall submit to the EPA and MDEQ upon request the results of all sampling and/or tests or other data generated by divisions, agents, consultants, or contractors pursuant to this Consent Order. All monitoring results and data shall be submitted to the EPA and MDEQ in accordance with the format specified in the EPA Region 4 "Data Management and Electronic Data Deliverables" Memorandum (April 23, 2010), appended as Attachment 4. Reporting of groundwater monitoring results shall, at a minimum, include well construction details, water level contours, contaminant trend graphs, and plume concentration diagrams. All analytical quantitation limits for constituents identified in any work plan must be below the appropriate human health and/or ecological risk-based limits, as practicable. At its discretion,

implementation of all field work specified in the work plans shall be overseen by the EPA and/or MDEQ.

44. Notwithstanding any other provisions of this Consent Order, the United States retains all of its information gathering and inspection authorities and rights, including the right to bring enforcement actions related thereto, under RCRA, CERCLA, and any other applicable statutes or regulations.

45. Respondent shall notify the EPA and MDEQ in writing at least ten (10) calendar days prior to beginning each separate phase of field work approved under any work plan required by this Consent Order. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from the EPA Project Coordinator or, if the EPA Project Coordinator is unavailable, his/her Section or Branch Chief, or the MDEQ Project Coordinator, to commence such activities immediately. At the request of the EPA, Respondent shall provide or allow the EPA and MDEQ or their authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Order. Similarly, at the request of Respondent, the EPA shall allow Respondent or its authorized representative(s) to take split or duplicate samples of all samples collected by the EPA or MDEQ under this Consent Order.

46. Respondent may assert a business confidentiality claim covering all or part of any information submitted to the EPA and MDEQ pursuant to this Consent Order. Any assertion of confidentiality must be accompanied by information that satisfies the items listed in 40 C.F.R. §2.204(e)(4) or such claim shall be deemed waived. Information determined by the EPA to be confidential shall be disclosed only to the extent permitted by 40 C.F.R. Part 2, Subpart B. If no such confidentiality claim accompanies the information when it is submitted to the EPA, the information may be made available to the public by the EPA without further notice to Respondent. Respondent agrees not to assert any confidentiality claim with regard to any physical, sampling, monitoring, or analytical data.

XII. ACCESS

47. Consistent with Respondent's policies and practices regarding health and safety at the Facility, the EPA and MDEQ, and their contractors, employees, and/or any duly designated EPA or MDEQ representatives are authorized to enter and freely move about the Facility pursuant to this Consent Order for the purposes of, inter alia: interviewing Facility personnel and contractors; inspecting records, operating logs, and contracts related to the Facility; reviewing and monitoring the progress of Respondent in carrying out the terms of this Consent Order; conducting such tests, sampling, or monitoring as the EPA or MDEQ deem necessary; using a camera, sound recording, or other documentary type equipment; conducting investigations regarding contamination at or near the Facility; verifying the reports and data submitted to the EPA and MDEQ by Respondent; and implementing the Work pursuant to the conditions set forth in Paragraph 95 (Performance Failure). Respondent agrees to provide the EPA and MDEQ and their representatives access at all reasonable times to the Facility and subject to Paragraph 48 below, to any other property to which access is required for implementation of this Consent Order. Respondent shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to Work undertaken

pursuant to this Consent Order and that are within the possession or under the control of Respondent or its contractors or consultants.

48. To the extent that Work being performed pursuant to this Consent Order must be done beyond the Facility property boundary, Respondent shall use its best efforts to obtain access agreements necessary to complete Work required by this Consent Order from the present owner(s) of such property within thirty (30) calendar days of the date that the need for access becomes known to Respondent. "Best efforts" as used in this paragraph means the efforts that a reasonable person in the position of Respondent would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money. Best efforts shall include, at a minimum, a certified letter from Respondent to the present owner(s) of such property requesting access agreement(s) to permit Respondent and its authorized representatives to access such property, and the payment of reasonable compensation in consideration of granting access. Any such access agreement shall provide for access by the EPA and MDEQ and their representatives. Respondent shall ensure that the EPA and MDEQ Project Coordinators have a copy of any access agreement(s). In the event that agreements for access are not obtained within thirty (30) calendar days of approval of any work plan for which access is required, or of the date that the need for access became known to Respondent, Respondent shall notify the EPA and MDEQ in writing within fourteen (14) calendar days thereafter of both the efforts undertaken to obtain access and the failure to obtain access agreements. The EPA may, at its discretion, assist Respondent in obtaining access. In the event the EPA obtains access, Respondent shall undertake the EPA-approved Work on such property.

49. Respondent agrees to indemnify the United States as provided in Section XXI (Indemnification), for any and all claims arising from activities on such property.

50. Nothing in this section limits or otherwise affects the EPA's right of access and entry pursuant to applicable law, including RCRA and CERCLA.

51. Notwithstanding the lack of access, nothing in this section shall be construed to limit or otherwise affect Respondent's liability and obligation to perform Interim Measures, including Interim Measures beyond the Facility boundary as required by RCRA and 40 C.F.R. § 264.101(c).

XIII. RECORD PRESERVATION

52. Respondent shall retain, during the pendency of this Consent Order and for a minimum of six (6) years after its termination, all non-identical data, records, and documents now in its possession or control or which come into its possession or control which relate in any way to this Consent Order or to hazardous waste management and/or disposal at the Facility. Respondent shall notify the EPA in writing ninety (90) calendar days prior to the destruction of any such records, and shall provide the EPA with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Order and shall be addressed to:

EPA Project Coordinator
RCRA Corrective Action Section
Restoration and Underground Storage Tank Branch
RCRA Division
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

53. Respondent further agrees that within thirty (30) calendar days of retaining or employing any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Order, Respondent will enter into an agreement with any such agents, consultants, or contractors whereby such agents, consultants, and/or contractors will be required to provide Respondent a copy of all documents produced pursuant to this Consent Order.

54. All documents pertaining to this Consent Order shall be stored by Respondent in a centralized location to afford ease of access by the EPA or its representatives.

55. Respondent shall provide data, records and documents retained under this section at any time before the expiration of the six (6) year period at the written request of the EPA.

XIV. REPORTING AND DOCUMENT CERTIFICATION

56. Respondent shall submit two (2) copies (one (1) hard copy and one (1) electronic copy) of all work plans, reports, or other documents to the EPA and MDEQ consistent with the timelines in this Consent Order, the IM SOW, or in any approved work plan. Electronic submittals may be made electronically on the due date, provided that the hard copies shall be placed in overnight delivery the same date.

57. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submittals relating to or required under this Consent Order shall be in writing and shall be hand delivered, sent by certified mail, return receipt requested, by overnight express mail, or by email, to the following representatives of the EPA, MDEQ, and Respondent:

- a. Documents to be submitted to the EPA should be sent to:

Meredith C. Anderson
Restoration and Underground Storage Tank Branch
RCRA Division
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303
404-562-8608
anderson.meredith@epa.gov

- b. Documents to be submitted to MDEQ should be sent to:

Willie McKercher
MDEQ
P.O. Box 2261
Jackson, Mississippi 39225
601-961-5731
Willie_McKercher@deq.state.ms.us

- c. Documents to be submitted to Respondent should be sent to:

Tim Hassett, P.E.
Remediation Project Manager
Environmental Health, Safety & Product Regulatory
Ashland Hercules Research Center
500 Hercules Road
Wilmington, Delaware 19808-1599
302-995-3456
tdhassett@ashland.com

58. Any work plan, report or other document submitted by Respondent pursuant to this Consent Order which makes any representation concerning Respondent's compliance or noncompliance with any requirement of this Consent Order shall be certified by a "responsible corporate officer" of Respondent or a duly authorized representative. A "responsible corporate officer" means: a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation.

59. The certification required by Paragraph 58 above, shall be in the following form:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature: _____

Name: _____

Title: _____

Date: _____

XV. DELAY IN PERFORMANCE/STIPULATED PENALTIES

60. Unless there has been a written modification by the EPA of a compliance date, a written modification by the EPA of an approved work plan condition, or excusable delay as defined in Section XVII (Force Majeure and Excusable Delay), if Respondent fails to comply with any term or condition set forth in this Consent Order in the time or manner specified herein, the EPA may, by written demand, direct Respondent to pay stipulated penalties as set forth below.

- a. For failure to commence, perform, and/or complete field work in a manner acceptable to the EPA or at the time required pursuant to this Consent Order: \$1,000 per day for the first seven (7) calendar days of such violation; \$1,500 per day for the eighth through twenty-first day of such violation; and \$2,000 per day for each day of such violation thereafter;
- b. For failure to complete and submit any work plans or reports (other than progress reports) in a manner acceptable to the EPA or at the time required pursuant to this Consent Order, or for failure to notify the EPA of immediate or potential threats to human health and/or the environment, new releases of hazardous waste and/or hazardous constituents and/or solid waste management units not previously identified, as required by this Consent Order: \$750 per day for the first seven days of such violation; \$1,000 per day for the eighth through twenty-first day of such violation; and \$1,500 per day for each day of such violation thereafter;
- c. For failure to complete and submit, other written submittals not included in Paragraph 60.b. of this section in a manner acceptable to the EPA or at the time required pursuant to this Consent Order: \$250 per day for the first seven days of such violation; \$750 per day for the eighth through twenty-first day of such violation; and \$1,000 per day for each day of such violation thereafter;
- d. For failure to comply with any other provisions of this Consent Order in a manner acceptable to the EPA: \$750 per day for the first seven days of such violation; \$1,000 per day for the eighth through twenty-first day of such violation; and \$1,500 per day for each day of such violation thereafter.

61. Penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the day of correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Order. Penalties shall continue to accrue regardless of whether the EPA has notified the Respondent of a violation, provided, however, that stipulated penalties shall not accrue with respect to any deficient submission under Paragraph 28 during the period, if any, beginning on the thirty-first (31st) day after the EPA's receipt of such submission until the date that the EPA notifies Respondent of any deficiency.

62. All penalties owed to the United States under this section shall be due and payable within thirty (30) calendar days of Respondent's receipt from the EPA of a written demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under

Section XVI (Dispute Resolution). Such a written demand will describe the violation and will indicate the amount of penalties due.

63. Interest shall begin to accrue on any unpaid stipulated penalty balance beginning on the thirty-first (31st) day after Respondent's receipt of the EPA's demand letter. Interest shall accrue at the Current Value of Funds Rate established by the Secretary of the Treasury. Pursuant to 31 U.S.C. § 3717, an additional penalty of 1% per annum on any unpaid principal shall be assessed for any stipulated penalty payment which is overdue for ninety (90) or more calendar days.

64. All penalties shall be made payable by certified or cashier's check to the United States of America and shall be submitted as follows:

a. Check Payment by U.S. Postal Service:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197

b. Check Payment by Overnight Commercial Delivery Service:

U.S. Bank
Government Lockbox 979077
U.S. EPA Fines and Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, Missouri 63101
(314) 418-1028

All such checks shall reference the name of the Facility, Respondent's name and address, and the EPA docket number of this action. Copies of all such checks and letters forwarding the checks shall be sent simultaneously to the EPA Project Coordinator.

65. Respondent shall submit a copy of the payment or a copy of the confirmation of the payment to the following addresses:

Regional Hearing Clerk
U.S. EPA, Region 4
61 Forsyth St., SW
Atlanta, Georgia 30303

Chief, South Section
RCRA Enforcement and Compliance Branch
U.S. EPA, Region 4
61 Forsyth St., SW
Atlanta, Georgia 30303

66. Respondent may dispute the EPA's assessment of stipulated penalties by invoking the dispute resolution procedures under Section XVI (Dispute Resolution). The stipulated penalties in dispute shall continue to accrue, but need not be paid, during the dispute resolution period, provided, however, that stipulated penalties shall not accrue with respect to a decision of the Division Director, RCRA Division, under Paragraph 74, during the period, if any, beginning on the twenty-first (21st) day after the expiration of the Negotiation Period set forth in Paragraph 73 until the date that the Division Director issues a final decision regarding the dispute at issue. Respondent shall pay stipulated penalties and interest, if any, in accordance with the dispute resolution decision and/or agreement. Respondent shall submit such payment to the EPA within fourteen (14) calendar days of receipt of such resolution in accordance with Paragraph 64 of this section.

67. Neither the invocation of dispute resolution nor the payment of penalties shall alter in any way Respondent's obligation to comply with the terms and conditions of this Consent Order.

68. The stipulated penalties set forth in this section do not preclude the EPA from pursuing any other remedies or sanctions which may be available to the EPA by reason of Respondent's failure to comply with any of the terms and conditions of this Consent Order. Notwithstanding any other provision of this section, the EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Order.

69. No payments under this section shall be tax deductible for federal tax purposes.

XVI. DISPUTE RESOLUTION

70. The parties shall use their best efforts to informally and in good faith resolve all disputes or differences of opinion. The parties agree that the procedures contained in this section are the sole procedures for resolving disputes arising under this Consent Order.

71. If Respondent disagrees, in whole or in part, with any written decision ("Initial Written Decision") by the EPA pursuant to this Consent Order, Respondent's Project Coordinator shall notify the EPA Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

72. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objections in writing. Respondent's written objections must be directed to the EPA Project Coordinator. This written notice must be submitted to such person within fourteen (14) calendar days of Respondent's receipt of the Initial Written Decision. Respondent's written objection must set forth the specific points of the dispute, the position Respondent claims should be adopted as consistent with the requirements of this Consent Order,

the basis for Respondent's position, and any matters which it considers necessary for the EPA's determination.

73. The EPA and Respondent shall have fourteen (14) calendar days from the EPA's receipt of Respondent's written objections to attempt to resolve the dispute through formal negotiations. This time period may be extended by the EPA for good cause. During such time period ("Negotiation Period"), Respondent may request a conference with the Chief of the Restoration and Underground Storage Tank Branch, RCRA Division, to discuss the dispute and Respondent's objections. The EPA agrees to confer in person or by telephone to resolve any such disagreement with Respondent as long as Respondent's request for a conference will not extend the Negotiation Period.

74. If the parties are unable to reach an agreement within the Negotiation Period, Respondent has the right to submit any additional written arguments and evidence, not previously submitted, to the Division Director, RCRA Division (the "Division Director"). Based on the record, the Division Director shall provide to Respondent the EPA's written decision on the dispute ("EPA Dispute Decision"), which shall include a response to Respondent's arguments and evidence. Such decision shall be incorporated into and become an enforceable element of this Consent Order, but will not be considered final agency action for purposes of judicial review.

75. Except as provided in Section XV (Delay in Performance/Stipulated Penalties), the existence of a dispute as defined in this section and the EPA's consideration of matters placed into dispute shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Consent Order during the pendency of the dispute resolution process.

XVII. FORCE MAJEURE AND EXCUSABLE DELAY

76. Force majeure, for purposes of this Consent Order, is defined as any event arising from causes not foreseen and beyond the control of Respondent or any person or entity controlled by Respondent, including but not limited to Respondent's contractors, that delays or prevents the timely performance of any obligation under this Consent Order despite Respondent's best efforts to fulfill such obligation. The requirement that Respondent exercise "best efforts to fulfill such obligation" shall include, but not be limited to, best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event as it is occurring, and following the potential force majeure event such that any delay and any adverse effects of the delay are minimized to the greatest extent possible. Force majeure does not include increased costs of the Work to be performed under this Consent Order, financial inability to complete the Work, work stoppages, or other labor disputes.

77. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Order, whether or not caused by a force majeure event, Respondent shall contact by telephone and communicate orally with the EPA Project Coordinator or, in his or her absence, her Section Chief or Branch Chief, or, in the event both of the EPA's designated representatives are unavailable, the Deputy Division Director, RCRA Division, Region 4, within 48 hours of when Respondent first knew that the event might cause a delay. If Respondent wishes to claim a force majeure event, then within five (5) calendar days

thereafter, Respondent shall provide to the EPA in writing the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; all other obligations affected by the event, and what measures, if any, taken or to be taken to minimize the effect of the event on those obligations; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health or the environment. Respondent shall include with any notice all available documentation supporting its claim, if any, that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event, provided, however, that if the EPA, despite any late notice, is able to assess to its satisfaction whether the event is a force majeure event under Paragraph 76 and whether Respondent has exercised its best efforts under Paragraph 76, the EPA may, in its unreviewable discretion, excuse in writing Respondent's failure to submit a timely notice under this paragraph. Respondent shall be deemed to have notice of any circumstances of which its contractors had or should have had notice.

78. If the EPA determines that the delay or anticipated delay is attributable to a force majeure event, the time for performance of such obligation under this Consent Order that is affected by the force majeure event will be extended by the EPA for such time as the EPA determines is necessary to complete such obligation. An extension of the time for performance of such obligation affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation, unless Respondent can demonstrate that more than one obligation was affected by the force majeure event. If the EPA determines that the delay or anticipated delay has been or will be caused by a force majeure event, the EPA will notify Respondent in writing of the length of the extension, if any, for performance of such obligations affected by the force majeure event.

79. If the EPA disagrees with Respondent's assertion of a force majeure event, the EPA will notify Respondent in writing and Respondent may elect to invoke the dispute resolution provision, and shall follow the time frames set forth in Section XVI (Dispute Resolution). In any such proceeding, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of this section. If Respondent satisfies this burden, the delay at issue shall be deemed not to be a violation of this Consent Order and the time for performance of such obligation will be extended by the EPA for such time as is necessary to complete such obligation.

XVIII. RESERVATION OF RIGHTS

80. The EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Order, including, without limitation, the assessment of penalties under Section 3008(h)(2) of RCRA, 42 U.S.C. §6928(h)(2). This Consent Order shall not be construed as a covenant not to sue, release, waiver, or limitation of any rights, remedies,

powers, and/or authorities, civil or criminal, which the EPA has under RCRA, CERCLA, or any other statutory, regulatory, or common law authority of the United States against either Hercules or Ashland Inc.. The EPA specifically reserves the right to pursue Ashland Inc. for the performance of any Work required by this Consent Order, or for any additional tasks determined to be necessary to protect human health and the environment at and around the Facility.

81. The EPA reserves the right, after consultation with MDEQ, to disapprove of work performed by Respondent pursuant to this Consent Order and to order that Respondent perform additional tasks.

82. The EPA reserves the right to perform any portion of the Work consented to herein or any additional site characterization, feasibility study, and remedial work as it deems necessary to protect human health and/or the environment. The EPA may exercise its authority under CERCLA to undertake response actions at any time. In any event, the EPA reserves its right to seek reimbursement from Respondent for costs incurred by the United States, and Respondent reserves its right to assert any defenses it may have to the EPA's cost recovery claims. Notwithstanding compliance with the terms of this Consent Order, Respondent is not released from liability, if any, for the costs of any response actions taken or authorized by the EPA.

83. If the EPA determines that activities in compliance or noncompliance with this Consent Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the Work ordered, the EPA may order Respondent to stop further implementation of this Consent Order for such period of time as the EPA determines may be needed to abate any such release or threat and/or to undertake any action which the EPA determines is necessary to abate such release or threat.

84. This Consent Order is not intended to be nor shall it be construed to be a permit. Further, the parties acknowledge and agree that the EPA's approval of any final work plan does not constitute a warranty or representation that the work plans will achieve any required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Order shall not relieve Respondent of its obligations to comply with RCRA or any other applicable local, state, or federal laws and regulations.

85. Notwithstanding any other provision of this Consent Order, and consistent with Paragraph 5, no action or decision by the EPA pursuant to this Consent Order, including without limitation, decisions of the Regional Administrator, the Director or Deputy Director of the RCRA Division, or any authorized representative of the EPA, shall constitute final agency action giving rise to any right of judicial review prior to the EPA's initiation of a judicial action to enforce this Consent Order, including an action for penalties or an action to compel Respondent's compliance with the terms and conditions of this Consent Order.

86. In any action brought by the EPA for a violation of this Consent Order, Respondent shall bear the burden of proving that the EPA's actions were arbitrary and capricious or not in accordance with law.

87. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive or other appropriate relief relating to the Facility, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been raised in the present matter.

XIX. OTHER CLAIMS

88. Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action, demand, or defense in law or equity, against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

XX. OTHER APPLICABLE LAWS

89. All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

XXI. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

90. Respondent agrees to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising solely from or on account of acts or omissions of Respondent or its officers, employees, agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Consent Order. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of Respondent or the United States under their various contracts. Respondent shall not be responsible for indemnifying the EPA for claims or causes of action solely from or on account of acts or omissions of EPA.

XXII. COST ESTIMATES/FINANCIAL ASSURANCE/PERFORMANCE FAILURE

91. Estimated Cost of the Work

a. Respondent shall submit to the EPA and MDEQ detailed written estimates, in current dollars, of the cost of hiring a third party to perform the Work required under this Consent Order (hereafter "Estimated Cost of the Work"). The Estimated Cost of the Work shall be consistent with the requirements of 40 C.F.R. § 265.142 and § 265.144 and this section. For purposes of this Consent Order, references in such regulations to the terms "closure" and "post-closure" will mean the Work to be performed under this Consent Order, and the phrase "during the active life of the Facility" will mean from the effective date pursuant to Section XXVII (Effective Date) until the execution of an Acknowledgement of Termination and Satisfaction

pursuant to Section XXV (Termination and Satisfaction). The Work required by Paragraph 21.a. shall not be subject to the provisions of this Section XXII.

b. At the time of submission of the IM WP required by Paragraph 21.b., Respondent shall submit to the EPA and MDEQ for review and approval an initial Estimated Cost of the Work which covers the Work under the IM WP.

c. Until the termination of this Consent Order pursuant to Section XXV (Termination and Satisfaction), within sixty (60) calendar days prior to the anniversary date of the establishment of the financial assurance mechanism, or within thirty (30) calendar days of the close of Respondent's fiscal year if using a financial test or corporate guarantee, Respondent shall annually adjust the Estimated Cost of the Work to account for inflation and any changes to the IM WP, or any additional work required pursuant to supplemental work plans required to be submitted pursuant to Section VIII (Work to be Performed) or Section IX.C. (Additional Work). In addition, Respondent shall submit a revised Estimated Cost of the Work concurrently with the submission of any additional work plan required under Section VIII (Work to Be Performed) or Section IX.C. (Additional Work) or otherwise by this Consent Order.

d. The EPA will review the Estimated Cost of the Work and any revisions and will, after consultation with MDEQ, notify Respondent in writing of the EPA's approval, disapproval, or modification of the submission consistent with this section. Once approved, the Estimated Cost of the Work will be the amount required as financial assurance in Paragraph 92 below.

92. Financial Assurance

a. In order to ensure completion of the Work required under this Consent Order, Respondent shall secure financial assurance for the benefit of the EPA in the amount of the most recently approved Estimated Cost of the Work. Respondent may use one or more of the financial assurance instruments generally described in Paragraphs 92.a.i through 92.a.vi below, in a form substantially identical to the wording specified in 40 C.F.R. § 264.151. Respondent may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies. Any and all financial assurance documents provided pursuant to this Consent Order shall be satisfactory in form and substance as determined by the EPA.

- i. A trust fund established for the benefit of the EPA, administered by a trustee who has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency.
- ii. A surety bond guaranteeing payment at the direction of the EPA into a standby trust fund that meets the requirements of the trust fund in Paragraph 92.a.i above. The surety company issuing the bond must be among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury.
- iii. An irrevocable letter of credit, payable at the direction of the EPA, into a standby trust that meets the requirements in Paragraph 92.a.i above. The letter

of credit should be by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency.

- iv. A policy of insurance that provides the EPA with acceptable rights as a beneficiary thereof; and is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s), and whose insurance operations are regulated and examined by a federal or state agency. The policy must provide that the insurer shall make payments as the EPA shall direct in writing: (a) to reimburse Respondent for expenditures made by Respondent for work performed in accordance with this Consent Order, or (b) to pay any other person whom the EPA determines has performed or will perform the work in accordance with this Consent Order, up to an amount equal to the face amount of the policy. The policy must also provide that it may not be canceled, terminated, or non-renewed and the policy will remain in full force and effect in the event that: (a) Respondent is named as a debtor in voluntary or involuntary proceedings under Title 11 (Bankruptcy), U.S. Code, or (b) the EPA notifies the insurer of Respondent's failure to perform, under Section XV (Delay in Performance/Stipulated Penalties) of this Consent Order.
- v. A guarantee, executed in favor of the EPA by one or more of the following: (1) a direct or indirect parent company; or (2) a company that has a "substantial business relationship" (as defined in 40 C.F.R. § 265.141(h)) with Respondent, to perform the work in accordance with this Consent Order or to establish a trust fund as permitted by Paragraph 92.a.i above; provided, however, that any company providing such a guarantee shall demonstrate to EPA's satisfaction that it satisfies the financial test requirements of 40 C.F.R. § 265.143(e) with respect to the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee.
- vi. A demonstration by Respondent that Respondent meets the financial test criteria of 40 C.F.R. § 265.143(e) with respect to the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee, provided that all other requirements of 40 C.F.R. § 265.143(e) are satisfied.

b. At the time of submission of the IM WP, Respondent shall submit draft financial assurance mechanisms and related documents to the EPA concurrently with the submission of the initial Estimated Cost of the Work, for the EPA's review and approval. Within fourteen (14) calendar days after the EPA's approval of both the initial Estimated Cost of the Work, and the form, substance, and value of Respondent's financial assurance, whichever date is later, Respondent shall submit all executed or otherwise finalized instruments or other documents to the EPA. Respondent shall submit such documents by certified mail to:

Robert Stewart
RCRA Enforcement and Compliance Branch
U.S. EPA, Region 4
61 Forsyth St., SW
Atlanta, Georgia 30303

c. If Respondent seeks to establish financial assurance by using a letter of credit, surety bond, or corporate guarantee, Respondent shall at the same time establish, and thereafter maintain, a standby trust fund, which meets the requirements of Paragraph 92.a.i above, into which funds from the other financial assurance instrument can be deposited, if the financial assurance provider is directed to do so by the EPA, pursuant to Paragraph 95.

d. If Respondent provides financial assurance by means of a guarantee or financial test pursuant to Paragraph 92.a.v or 92.a.vi above, Respondent shall also comply with the other relevant requirements of 40 C.F.R. § 265.143(e), 40 C.F.R. § 264.151(f), and 40 C.F.R. § 264.151(h)(1) relating to these options unless otherwise provided in this Consent Order, and with the requirements of this section, including but not limited to: (i) the initial submission to the EPA of required financial reports and statements from the Respondent or guarantor's chief financial officer and independent certified public accountant; (ii) the annual resubmission of such reports and statements within ninety (90) calendar days after the close of the Respondent or guarantor's fiscal year; and (iii) notification of the EPA within thirty (30) calendar days after the close of any fiscal year in which the Respondent or guarantor no longer satisfies the financial test requirements set forth at 40 C.F.R. § 265.143(e)(1). Respondent further agrees that the EPA may, based on a belief that Respondent or guarantor may no longer meet the financial test requirements of this section, require reports of financial condition at any time from such entity in addition to those specified in this section. For purposes of the financial assurance instruments specified in this section, references in 40 C.F.R. Parts 264 and 265, Subpart H to: (1) the terms "current closure cost estimate," "current post-closure cost estimate," and "current plugging and abandonment cost estimate" shall mean the Estimated Cost of the Work; (2) "the sum of current closure and post-closure cost estimates and the current plugging and abandonment cost estimates" shall mean the sum of all environmental obligations guaranteed by such entity or for which such entity is otherwise financially obligated in addition to the Estimated Cost of the Work to be performed in accordance with this Consent Order.

93. Respondent shall diligently monitor the adequacy of the financial assurance. If Respondent becomes aware of information indicating that any financial assurance mechanism provided pursuant to this section is inadequate or no longer satisfies the requirements of this section, then Respondent shall notify the EPA in writing of such information within fourteen (14) calendar days. If the EPA determines that a financial assurance instrument provided pursuant to this section is inadequate or no longer satisfies the requirements of this section, the EPA shall notify Respondent of such determination. Respondent shall, within thirty (30) calendar days of receipt of notice of the EPA's determination, or within thirty (30) calendar days of notifying the EPA of such information, secure and submit to the EPA for approval a proposal for a revised or alternative form of financial assurance that satisfies the requirements of this section. In seeking approval for a revised or alternative form of financial assurance, Respondent shall follow the procedures set forth in Paragraph 96 below. Respondent's inability or failure to secure and submit to the EPA financial assurance for completion of the Work shall in no way excuse

performance of any other requirements of this Consent Order, including, without limitation, the obligation of Respondent to complete the Work in strict accordance with the terms of this Consent Order.

94. If the EPA is notified by the issuer of a financial assurance instrument secured by Respondent that it intends to cancel such instrument, and Respondent fails to provide an alternative financial assurance instrument in accordance with this section at least thirty (30) calendar days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation into the relevant standby trust fund or a newly created trust fund approved by the EPA to facilitate performance of the Work in accordance with this Consent Order.

95. Performance Failure

a. In the event that the EPA determines that Respondent: (i) has ceased implementation of any portion of the Work, (ii) is significantly or repeatedly deficient or late in its performance of the Work, or (iii) is implementing the Work in a manner that may cause an endangerment to human health or the environment, the EPA may issue a written notice ("Performance Failure Notice") to both Respondent and the financial assurance provider of Respondent's failure to perform. The notice issued by the EPA will specify the grounds upon which such a notice was issued and will provide Respondent with a period of fourteen (14) calendar days within which to remedy the circumstances giving rise to the issuance of such notice.

b. Failure by Respondent to remedy the circumstances giving rise to the EPA's issuance of the relevant Performance Failure Notice to the EPA's satisfaction before the expiration of the 14-day notice period specified in Paragraph 95.a. shall trigger the EPA's right to have immediate access to and benefit of the financial assurance provided pursuant to this section. The EPA may at any time thereafter direct the financial assurance provider to immediately: (i) deposit into the standby trust fund, or a newly created trust fund approved by the EPA, the remaining funds guaranteed under the financial assurance instrument; or (ii) or arrange for performance of the Work in accordance with this Consent Order.

c. If the EPA is unable after reasonable efforts to secure the payment of funds or performance of the Work from the financial assurance provider pursuant to Paragraph 95.b, then, upon receiving written notice from the EPA, Respondent shall, within fourteen (14) calendar days thereafter, deposit into the standby trust fund, or a newly created trust fund approved by the EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount equal to the estimated cost of the remaining Work to be performed in accordance with this Consent Order as of such date, as determined by the EPA.

d. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute the EPA's determination that any of the circumstances giving rise to the EPA's issuance of a Performance Failure Notice specified in Paragraph 95.a; however, notwithstanding Respondent's invocation of such dispute resolution procedures, and during the pendency of any such dispute, the EPA may in its sole discretion direct any trustee of a trust fund established pursuant to this section to make payments from such trust fund to facilitate performance of the Work in accordance with this Consent Order until the earlier of: (i) the date

that Respondent remedies, to the EPA's satisfaction, the circumstances giving rise to the EPA's issuance of the relevant Performance Failure Notice; or (ii) the date that a final decision is rendered in accordance with Section XVI (Dispute Resolution), that Respondent has not failed to perform the Work in accordance with this Consent Order.

96. Modifications to, or Termination of, Financial Assurance

a. Reduction of Amount of/Change of Form of Financial Assurance. Respondent may submit, on any anniversary of the effective date or at any other time, a request to reduce the amount, or change the form or terms, of financial assurance provided pursuant to this section. Any such petition shall be submitted to the EPA must include the estimated cost of the remaining Work, the basis upon which such cost was calculated, and a description of the proposed changes, if any, to the form or terms of the financial assurance. If the EPA notifies Respondent that it has approved the requested reduction or change, Respondent may reduce or otherwise change the financial assurance in compliance with and to the extent permitted by such written approval and shall submit all documents evidencing such reduction or change to the EPA within thirty (30) calendar days after receipt of the EPA's written decision. If the EPA disapproves the request, Respondent may seek dispute resolution pursuant to Section XVI (Dispute Resolution), provided however, that Respondent may reduce or otherwise change the financial assurance only in accordance with an agreement reached pursuant to Section XVI or the EPA's written decision resolving the dispute.

b. Release, Cancellation, or Discontinuation of Financial Assurance. Respondent may release, cancel or terminate any financial assurance provided pursuant to this section only: (i) if an Acknowledgment is executed pursuant to Paragraph 100; (ii) in accordance with the EPA's approval of such release, cancellation, or termination; or (iii) if there is a dispute, in accordance with the agreement or final administrative decision resolving such dispute.

XXIII. MODIFICATION

97. This Consent Order may only be modified by mutual agreement of the EPA and Respondent. Any agreed modifications shall be in writing, be signed by both parties, shall have as their effective date the date on which they are signed by the EPA, and shall be incorporated into this Consent Order.

98. Any requests for a compliance date modification or revision of an approved work plan requirement must be made in writing. Such requests must be timely and provide justification for any proposed compliance date modification or work plan revision. The EPA has no obligation to approve such requests, but if it does so, such approval must be in writing. Any approved compliance date or work plan modification shall be incorporated by reference into the Consent Order.

XXIV. SEVERABILITY

99. If any provision or authority of this Consent Order or the application of this Consent Order to any party or circumstances is held by any judicial or administrative authority to

be invalid, the application of such provisions to other parties or circumstances and the remainder of the Consent Order shall remain in force and shall not be affected thereby.

XXV. TERMINATION AND SATISFACTION

100. The provisions of this Consent Order shall be deemed satisfied upon Respondent's and the EPA's execution of an "Acknowledgment of Termination and Agreement to Record Preservation and Reservation of Rights" ("Acknowledgment"). The EPA will prepare the Acknowledgment for Respondent's signature, which Acknowledgment will specify that Respondent has demonstrated to the satisfaction of the EPA that the terms of this Consent Order, including any additional tasks determined by the EPA to be required pursuant to this Consent Order, have been satisfactorily completed. Respondent's execution of the Acknowledgment will affirm Respondent's continuing obligation (1) to preserve all records as required in Section XIII (Record Preservation) and (2) to recognize the EPA's reservation of rights as required in Section XVIII (Reservation of Rights), after all other requirements of the Consent Order are satisfied.

XXVI. SURVIVABILITY/PERMIT INTEGRATION

101. Except as otherwise expressly provided in this section, this Consent Order shall survive the issuance or denial of a RCRA permit or the finalization of a Consent Decree for the Facility, and this Consent Order shall continue in full force and effect after either the issuance or denial of such permit or the finalization of such Consent Decree, unless expressly terminated after the issuance of such permit or Consent Decree. Accordingly, Respondent shall continue to be liable for the performance of obligations under this Consent Order notwithstanding the issuance of such permit or finalization of such Consent Decree. If the Facility is issued a RCRA permit or Consent Decree and that permit or Consent Decree expressly incorporates all or a part of the requirements of this Consent Order, or expressly states that its requirements are intended to replace some or all of the requirements of this Consent Order, Respondent may request modification or termination of this Consent Order and shall, with EPA approval, be relieved of liability under this Consent Order for those specific obligations. In consenting to this provision, Respondent is in no way acknowledging that it is subject to a RCRA permit requirement and expressly reserves any defenses it may have to the issuance or conditions of any such permit.

XXVII. EFFECTIVE DATE

102. The effective date of this Consent Order shall be five (5) calendar days after Respondent has received written notice from the EPA, which notice may be provided electronically via electronic mail, return receipt requested, that the EPA has signed the Consent Order.

In the matter of Hercules Incorporated, Docket No. RCRA-04-2014-4201(b):

IT IS SO AGREED:

Hercules Incorporated

DATE: _____

7/3/14

BY: _____


Peter Ganz, Vice President
Hercules Incorporated

KMW

In the matter of Hercules Incorporated, Docket No. RCRA-04-2014-4201(b):

IT IS SO ORDERED:

U.S. Environmental Protection Agency, Region 4

DATE: 7/03/2014

BY: 
Jeffrey T. Pallas
Deputy Director, RCRA Division
U. S. EPA, Region 4

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing RCRA Section 3008(h) Administrative Order on Consent, In the matter of Hercules Incorporated, Docket No. RCRA-04-2014-4201(b), on the parties listed below in the manner indicated:

Colleen E. Michuda
Associate Regional Counsel
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

(Via EPA's internal mail)

Jeffrey T. Pallas
Deputy Director, RCRA Division
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

(Via EPA's internal mail)

John A. Brunini, Esq.
Butler Snow, LLP
P.O. Box 6010
Ridgeland, Mississippi 39158-6010
johnny.brunini@butlersnow.com

(Via electronic mail)

Karl S. Bourdeau, Esq.
Beveridge & Diamond, P.C.
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Washington, D.C. 20005
KBourdeau@bdlaw.com

(Via electronic mail)

Kristina Woods, Esq.
Law Department
Ashland Inc.
5200 Blazer Parkway
Dublin, Ohio 43017
kwoods@ashland.com

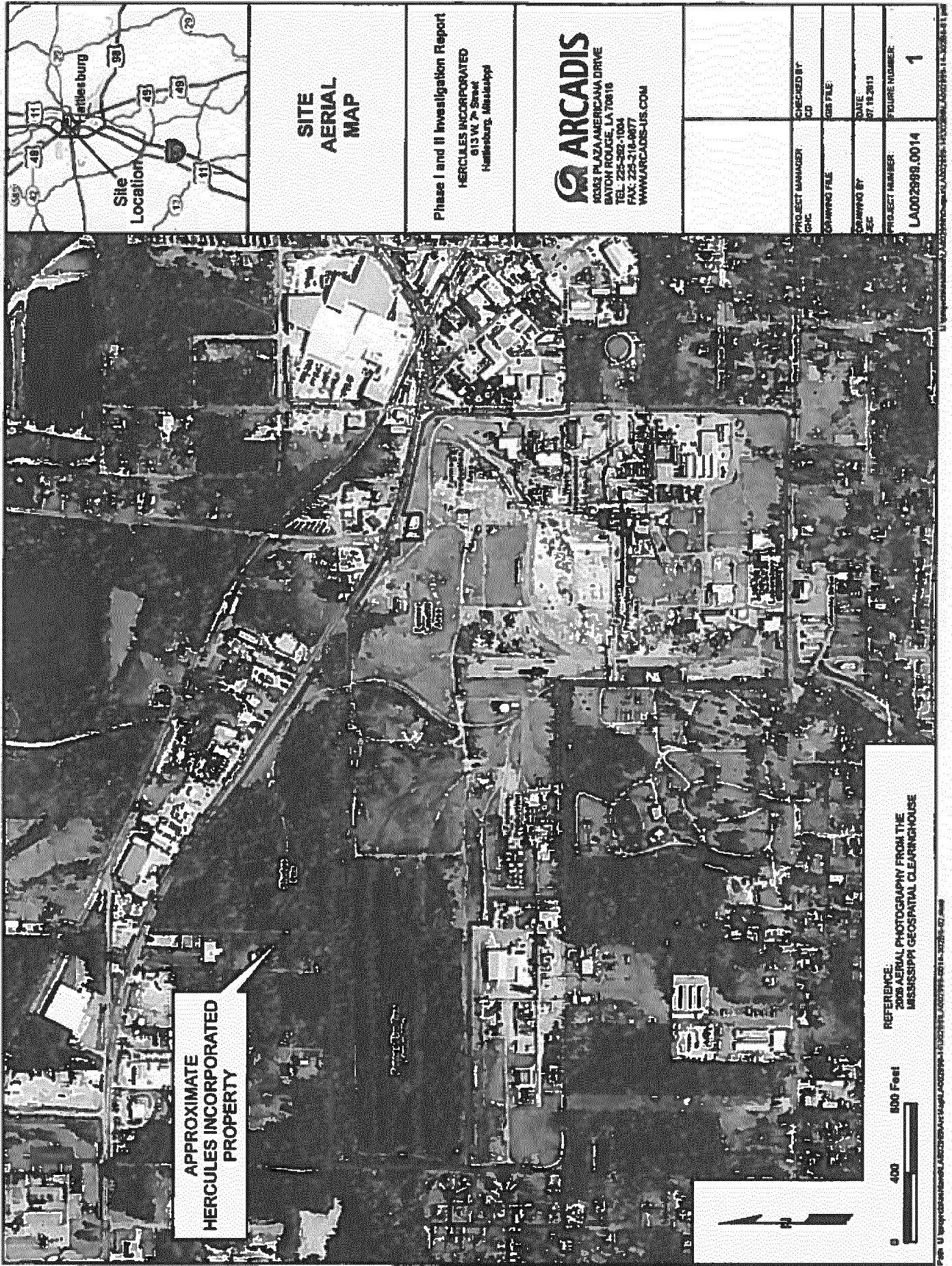
(Via certified mail and electronic mail)

I also hereby certify that I have this day filed the original of the foregoing RCRA Section 3008(h) Administrative Order on Consent, Docket No. RCRA-04-2014-4201(b), with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 4, 61 Forsyth Street, SW, Atlanta, Georgia 30303.

Dated this 7 day of July, 2014.



FIGURE 1



SITE AERIAL MAP

Phase I and II Investigation Report
HERCULES INCORPORATED
613 W. 7th Street
Natlburg, Mississippi

ARCADIS
6032 PLAZA AMERICANA DRIVE
BATON ROUGE, LA 70816
TEL: 225-382-1004
FAX: 225-316-8677
WWW.ARCADIS-US.COM

PROJECT MANAGER
GHC

CHECKED BY
CD

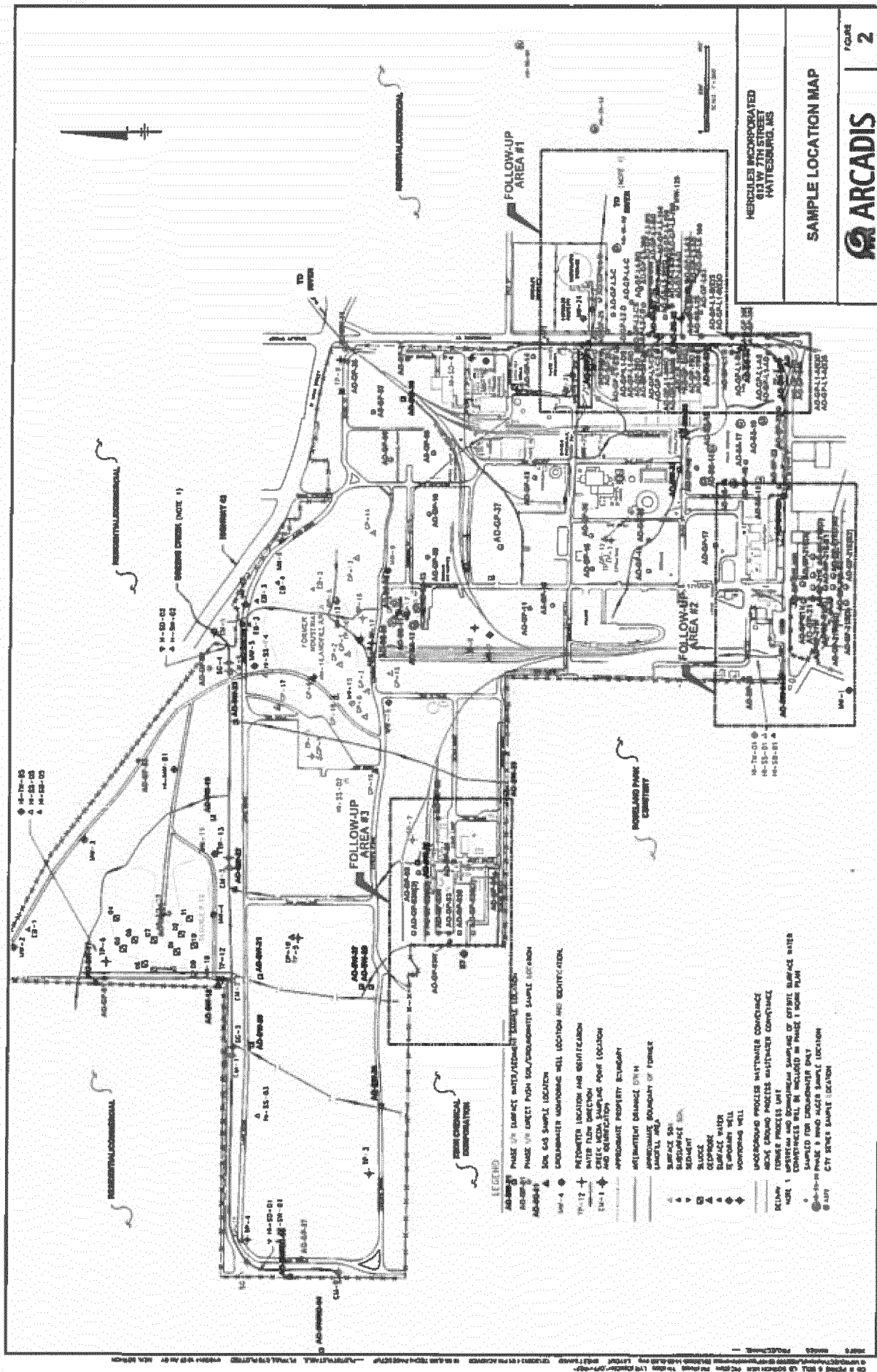
DRAWING FILE
GHS FILE

DRAWING BY
EC

DATE
07/18/2013

PROJECT NUMBER
LA002999.0014

FIGURE NUMBER
1



Attachment 2

Interim Measures Scope of Work

1. Introduction

This Interim Measures Scope of Work ("IM SOW") establishes the requirements for the design, construction and implementation, operation, maintenance, and performance monitoring of the specific Interim Measures set forth below. All actions conducted under this Consent Order will be implemented in compliance with all regulations and requirements of the Resource Conservation and Recovery Act ("RCRA"), the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and other applicable federal, state and local regulations. Respondent shall furnish all the personnel, equipment, materials, and services for the implementation of these Interim Measures.

These Interim Measures are specific to the releases of contaminants from the Hercules Facility ("the Facility") into groundwater, soil, and, potentially, into air in Areas #1 and #2. See Figure 2 for a diagram of the Facility.

In Area #1, a recent collapse of the sewer line and road along Providence Street east of the Facility has necessitated a prompt response for the safe replacement of the sewer line through an area of groundwater containing hazardous constituents. At the time of this Consent Order, Providence Street is closed to traffic, and the City of Hattiesburg has installed a 1600-foot sewer by-pass line to temporarily route wastewater around the collapsed sewer area. A diesel pump operates continuously to pump the wastewater through the by-pass line, and a collapsed manhole has been temporarily secured by the City of Hattiesburg.

Also in Area #1, free product (i.e., dense non-aqueous phase liquid ("DNAPL")) and dissolved phase contaminants (including, but not limited to, benzene, carbon tetrachloride, and chloroform) have been detected in off-site groundwater on private property east of the Facility at levels above the EPA Regional Screening Levels (RSLs) and the Mississippi Target Remediation Goals (TRGs). These contaminants are believed to have originated from the Hercules Facility, primarily from the on-site wastewater treatment impoundment basin (IB). Hercules is currently conducting air and groundwater monitoring under the May 2011 RCRA 3013(a) Order ("3013 Order") to investigate the potential for future impacts to indoor air quality if the groundwater contamination plume continues to migrate in the direction of the adjacent residence.

In Area #2, a dissolved phase groundwater contamination plume (including, but not limited to, benzene, ethylbenzene, and xylenes) has been identified and is believed to have originated from underground structures in this area. In addition, another structure/scale in this area warrants additional investigation and possible removal if determined to be a source of contamination. Contaminants have been detected at levels that exceed the EPA RSLs and the Mississippi TRGs. Off-site migration of these contaminants has not been detected at this time; however, the results of future investigations conducted under the 3013 Order will be used to confirm this finding and direct any future actions needed.

II. Interim Measures Implementation

Sewer Scope of Work

The EPA and Respondent acknowledge that Respondent has agreed and is contractually obligated to the City of Hattiesburg to perform the work outlined in Attachment 3 ("Sewer SOW") of the Consent Order in accordance with the terms and conditions of an agreement between the City of Hattiesburg and Respondent. Pursuant to the Consent Order, those aspects of the Sewer SOW relating to characterization and management of contaminated media and addressing protection of workers and prevention of unacceptable exposure of the public to hazardous constituents encountered within the area of work while the work is performed pursuant to the Sewer SOW, shall be subject to oversight by the EPA and/or MDEQ. Respondent shall ensure that hazardous waste determinations are performed on all groundwater, soils, and other waste materials generated during the sewer work, and shall manage all wastes in accordance with applicable federal and state regulations. Prior to commencing this work, Respondent shall submit to the EPA and MDEQ a Contingency Plan providing for activities to be undertaken in the event that air monitoring indicates an unacceptable risk to workers or off-site receptors during the sewer work. Respondent shall provide copies of all sampling data, waste manifests, and disposal records to the EPA and MDEQ.

IM Work Plan:

Respondent shall prepare and submit an IM Work Plan ("IM WP") that will address the design, construction, implementation, operation, maintenance, and performance monitoring of the Interim Measures discussed below and in Section VIII of the Consent Order. Specifically, the IM WP will specify the actions to be taken to address:

- Decommissioning of the IB in accordance with the Revised Impounding Basin Decommissioning Work Plan, dated August 5, 2013, as revised in response to MDEQ's Comments, dated May 8, 2014, and approved by the EPA and MDEQ.
- Removal of the underground storage tank(s) (USTs) (and any contaminated environmental media associated with the UST removal) in Area #2, in general accordance with applicable Mississippi UST regulations.
- Assessment of the former scale(s)/structure(s) in Area #2 to determine if they are sources that need to be removed as an IM, and removal of the structure(s) (and any contaminated environmental media generated by the removal) if such determination is made.
- Removal of the mobile fraction of free product (i.e., Dense non-aqueous phase liquid ("DNAPL")) from groundwater in Area #1, to the extent technically practicable.
- Evaluation of dissolved phase groundwater contamination in Area #1 to determine the level of hydraulic control, mitigation, and/or removal that is required to prevent or minimize, and/or reduce the extent of the migration of hazardous constituents towards residential areas (including the residence at 135 W. 8th Street), and implement the appropriate IM, if necessary and to

the extent technically practicable, to mitigate unacceptable risks to receptors at such residences.

- Evaluation of dissolved phase groundwater contamination in Area #2 to determine if it is off-site and, if so, determine the level of hydraulic control, mitigation, and/or removal that is required to prevent or minimize, and/or reduce the extent of the migration of hazardous constituents towards residential areas, and implement the appropriate IM, if necessary and to the extent technically practicable, to mitigate unacceptable risks to receptors at such residences.
- Continue to evaluate the vapor intrusion pathway at residences in Area #1 (including, at a minimum, four (4) quarters of crawl space and ambient air monitoring at the residence at 135 W. 8th Street under the 3013 Order), and then, if it is determined, based on a multiple lines of evidence approach, that an unacceptable risk to human health exists, institute mitigation and/or remediation of the vapor intrusion pathway as necessary to protect human health, as determined by the EPA in consultation with MDEQ.

In an effort to expedite the Interim Measures, the investigation, preparation, and/or implementation actions necessary for the design and/or implementation of the above items can be approved and undertaken in a phased approach by Respondent.

Respondent has developed, and the EPA has approved, a “Constituents of Potential Concern (COPC) Technical Report,” (ARCADIS, November 2012), which identifies the hazardous constituents that are of particular concern at the Facility. Respondent may, for work performed pursuant to this IM SOW, utilize this COPC list to guide its evaluations, sampling, and monitoring work. This COPC list may be revised after subsequent investigations. Any revisions to this COPC list must be approved by the EPA, in consultation with MDEQ.

The IM WP will include a schedule for design and implementation of the specific actions to be undertaken, as well as a Project Management Plan, a Quality Assurance Project Plan (“QAPP”), and a Health and Safety Plan (“HASP”). The schedule proposed in the IM WP shall incorporate a phased approach for implementing the interim actions for the purpose of providing for timely execution of these actions.

The IM WP shall include, at a minimum, the following sections:

- Interim Measures Objectives
- Investigation or Preparation Activities
- Conceptual Design Plans and Specifications
- Construction/Implementation Actions
- Interim Measure Construction Quality Assurance
- Operation, Maintenance, and Effectiveness Monitoring
- Reporting
- Schedule
- Community Engagement

IM Design:

Upon approval of the IM WP by the EPA, Respondent will begin design of the components for the Interim Measures, as specified in the approved IM WP. For each component of the Interim Measures, Respondent shall present a preliminary design in writing or orally to the EPA for approval to proceed with the detailed design.

Following the detailed design of each Interim Measure component, Interim Measures design letter report(s) will be submitted to the EPA for approval and authorization to begin IM construction in accordance with the design letter report(s), as amended by the EPA, and the approved schedule in the IM WP.

Design letter reports shall contain applicable information to communicate the design objectives and specifications, such as: presentation of any new investigation information or data; discussion of design strategy and ability to meet IM performance objectives; compliance with applicable guidance and regulations; discussion of important technical factors (e.g., presentation of detailed design components, constructability, permits needed, and appropriate contingency plans, etc.); schedule and sequence of construction/implementation activities; operation and maintenance requirements; performance monitoring plan; and pertinent calculations and key technical specifications.

IM Construction/Implementation:

Upon approval of the IM design letter report(s), Respondent will implement the IM components in accordance with the approved plans and specifications presented in the reports. All construction/implementation activities will also be performed in accordance with the approved QAPP, HASP, and other applicable guidance documents and shall comply with all state and local regulations and ordinances for public safety. Construction/implementation shall also include: a pre-construction notification and/or meeting with the EPA and MDEQ prior to commencement of activities; construction inspections throughout the implementation process to ensure that work is conducted according to approved plans and designs; and notification in writing to the EPA (for each phase of the Interim Measures implementation) when construction activities have been completed with a summary of the work conducted and discussion of any deviations to the approved plans.

III. IM Progress Reports

Progress reports will be submitted to the EPA and MDEQ on a monthly basis (due by the 20th of the following month) and shall contain, at a minimum: discussion of activities undertaken in the reporting period; summary of problems encountered and solutions undertaken; discussion of deviations, if any, from the approved IM WP or other approved submissions; changes of key personnel; summary of contact with the community, local representatives, or the media; summary of work to be performed in the next reporting period; and discussion of technical support or direction needed from the EPA or MDEQ. Monthly progress reports shall continue until construction of the Interim Measures has been conducted and Respondent is notified by the EPA that progress reports can be submitted on a quarterly basis (due by the 20th of the following

quarter). Where appropriate, a final report shall be submitted within thirty (30) days of completion of construction/implementation.

IV. IM Schedule

The implementation of the Work to be performed under the Consent Order will begin upon the effective date of the Consent Order. Efforts will be made by Respondent to expedite implementation of the Interim Measures by communicating frequently and openly with the EPA regarding progress made, problems encountered, and decisions or direction needed. A phased approach to the design and implementation of the IMs shall be proposed and presented in the IM WP, as appropriate, to provide for timely execution of the Interim Measures. In general, the following schedule should be incorporated into the IM WP:

IM WP submitted to the EPA -----	within forty-five (45) calendar days of the effective date of the Consent Order
IM design letter report(s) submitted to the EPA -----	within thirty (30) calendar days of approval of the IM WP, or within an alternate time period agreed upon by the EPA
IM Construction/Implementation -----	to begin within ten (10) calendar days of approval of IM design letter report(s)

V. Community Engagement

Respondent will actively participate in, plan, and implement all community engagement activities specified by the EPA and MDEQ during the implementation of this Consent Order. These activities may include preparing figures or maps for community meetings, participating in community meetings and updates, preparing material for outreach efforts, and other support activities requested by the EPA and/or MDEQ.

Attachment 3

EXHIBIT 1

The following work scope has been prepared for the replacement of the City of Hattiesburg (City) sanitary sewer line located beneath West 7th Street and Providence Street along the eastern property line of the former Hercules Incorporated (Hercules) Hattiesburg facility. The work to be completed is detailed in the drawings titled Construction Plans for Sewer Rehabilitation on Providence Street, dated June 19, 2014 and specifications document titled Sanitary Sewer Replacement Providence Street Area, dated June 2014, prepared by the City's Engineer (SD&W Consulting Engineers) (attached). The approach to the work scope and separation of responsibilities between Hercules and the City presented in this letter is recommended due to the potential presence of groundwater containing volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) within some areas of the sewer replacement project.

The City will have responsibility to complete or provide the following services and goods:

- Provide complete construction drawings and specifications stamped for construction by a registered Professional Engineer applicable to the Providence Street Sanitary Sewer Replacement Project.
- Install and operate for the duration of the project, a sewer bypassing system whereby sewage water would be diverted from the project area manholes and piping as needed. This includes measures for those with connections to the sanitary sewer between these manholes to avoid any potential loss of service to customers. The City will bear the costs of the sewer bypass system, with Hercules reimbursing the City only for costs of operating the bypass system for any time in excess of the time established for completing the sewer repairs as set forth in paragraph 7 of the Project Responsibility Allocation Agreement.
- Manage water generated during dewatering the sewer replacement excavation and redirected to the sanitary sewer system, as long as the water does not contain any separate phase material or dissolved phase constituents in excess of concentrations established in consultation with the MDEQ and/or EPA authorizing the discharge and does not cause any upset or bypass condition at the City's wastewater treatment plant.
- Properly close West 7th Street and Providence Street and provide all traffic controls for the duration of the project as deemed necessary.
- Provide appropriate project supervision, including on-site representatives as appropriate, to inspect, approve, and certify the project work as necessary and appropriate. Such supervision will include a Project Engineer authorized to evaluate and agree, as appropriate, on any Work Change Orders that arise during the project. The City or its designees shall be responsible for all final certifications and approvals associated with the Work, excepting any regulatory certifications or approvals necessary due to the potential presence of contamination in the project area.

Hercules will have responsibility to complete the following activities:

- Remove old sanitary sewer and replace with a new sanitary sewer from Station 1396.13 to Station 2761.83 (total distance of 1365.70 feet) per the drawings and specifications including Manholes A369, A370, A371, A372 and A373. This shall include all tie-ins both at manholes and

along the pipe length, and any other project components (i.e. pipe bedding, backfilling, compaction, groundwater dewatering, storm sewer cross drain replacement, etc..) as shown on the construction drawings, but excluding sewer bypassing and traffic controls.

- Dispose of any groundwater that is deemed hazardous or fails to meet any criteria established in consultation with MDEQ and/or EPA.
- Manage groundwater containing any separate phase material by treating through an oil/water separator prior to discharging the groundwater to the sanitary sewer; manage solid waste generated by the oil/water separator
- Dispose of any soils that are deemed hazardous; otherwise, soil shall be replaced back into the excavation if appropriate from a geotechnical standpoint as proposed by Hercules and approved by the City.
- Conduct air monitoring during the sewer replacement activities.
- Replace asphalt in West 7th Street and Providence Street following the completion of the work as defined in the technical specifications.
- Dispose of the entire length of the old sanitary sewer piping, manholes, etc. (including transportation and disposal).
- Manage all non-hazardous soil which cannot be re-used as piping backfill due to project design requirements for 36 inches of select material and 6 inches of crushed aggregate and/or geotechnical considerations as proposed by Hercules and approved by the City.
- Provide copies of all sampling data, waste manifests, and disposal records to the City upon the completion of the Project.
- Provide the City with reasonable access to the project area and personnel charged with implementing the project sufficient to allow the City full opportunity to inspect, evaluate, approve or certify, as necessary, the performance of the project in accordance with the project drawings and specifications (attached) and any approved Work Change Orders.



Attachment 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
31 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

29 2 1 7:0

MEMORANDUM

SUBJECT: Region 4 Data Management and Electronic Data Deliverables (EDDs)

FROM: Franklin E. Hill
Superfund Division Director

TO: Superfund Division

Introduction

As information technology advancements continue, the ability to receive, store, and use electronic data from a variety of sources becomes a critical aspect of EPA's work. EPA has the need to receive and use environmental data in an electronic format. In an effort to streamline the electronic submittal of various environmental sampling data, EPA Region 4 has adopted a standardized electronic data deliverable (EDD) format. Using a Regional EDD format allows for efficient and cost-effective exchange of site data with contractors, and Federal and State agencies.

The EPA Region 4 standard format for EDDs include quality controls to minimize potential data errors so that the data can be appropriately analyzed and utilized for decision making. The data is electronically archived for ready access as needed. As different contractors, consultants, and agencies are involved in various stages of a Superfund project, there are significant cost savings in having the site-related data readily available. The uniform EDD approach does more than cut site management costs. It provides better and more reliable stewardship of Superfund data, and when integrated with other information such as GIS, it helps ensure transparent decision making.

Data Management and Electronic Data Deliverables

When conducting Superfund work in Region 4, the party submitting data will provide an electronic submittal of data in accordance with Region 4 policies, guidelines, and formats. The Region 4 EDD is a standardized format required by the Field Branches Quality System and Technical Procedures, Environmental Data Submission Guidance, SESD-106-R0 (or most recent version). The Field Branches Quality System and Technical Procedures supersede the "Environmental Investigations Standard Operating Procedures and Quality Assurance Manual" (EISOPQAM), November 2001, and the "Ecological Assessment Standard Operating Procedures and Quality Assurance Manual" (EASOPQAM), January 2002. The methods described in this document are to be used by all data providers when preparing and submitting environmental data electronically to Region 4, regardless of the originating program.

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All required information, instructions and guidance are available via the EPA web site www.epa.gov/region4/waste/sf/edd/edd.html free of charge. This web site contains links to obtain the required software, as well as the most recent versions of the Environmental Data Submission Guidance, the Region 4 EDD Reference Guide, and the Region 4 EDP Reference Manual.

Should you have questions regarding electronic data submission or wish to obtain paper copies of the guidance documents, please contact Beth Walden, Remedial Project Manager, at (104) 562-8814, or you may email walden.beth@epa.gov. You may also contact the DART Coordinator at (404) 562-8558, or you may email R4dartcoordinator@epa.gov.