

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, May 3, 2016

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 April 4, 5, 18, 19 and 28, 2016, City Council meetings.****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1** [2016-0150](#) Adopt an ordinance amending Ordinance Number 1708, adopted April 21, 1971, regulating parades, rallies, and other similar uses of public places; authorizing the chief of police to receive applications and issue permits and providing standards for issuance thereof; establishing procedures for appeal upon rejection of application; requiring indemnification and comprehensive general liability insurance; establishing and/or revising certain parade regulations; and making it unlawful to violate the provisions of this ordinance.

Attachments: [Ordinance - Parade](#)
[executed Ordinance - Parade ORD#3198](#)

- VI.-2** [2016-0151](#) Adopt an Ordinance amending Ordinance Numbers 2359, adopted November 6, 1990, and 1600, adopted February 8, 1967, prohibiting the throwing or depositing of litter in public places in the City of Hattiesburg, regulating the distribution of commercial and non-commercial handbills, controlling the deposit of litter on private premises; providing a lien for city clearance; and prescribing penalties for violations of the littering ordinance.

Attachments: [Ordinance - Litter, 2016](#)
[executed Ordinance - Litter, 2016 ORD#3199](#)

- VI.-3** [2016-2661](#) Adopt a resolution affirming the intent of the Mayor and City Council of the City of Hattiesburg, Mississippi to acquire,construct, renovate,finance and equip a public safety complex including Police Department, Fire Department and Municipal Court buildings and for Parks and Recreation Administrative and storage building and related facilities(the project) under authority of sections 31-8-1 ET SEQ., Mississippi Code of 1972, as amended from time to time(the act), under one or more leases between the City of Hattiesburg and the Southern Mississippi Investment Company, INC., a non-profit corporation organized under the laws of the State of Mississippi(the corporation) created for the purpose of acquiring, constructing,renovating, financing, equipping and leasing facilities to certain Governmental units under the act.

Attachments: [Intent resolution-Safety Complex](#)
[executed Intent resolution-Safety Complex RES#2016-63](#)

- VI.-4** [2016-434](#) Adopt a Resolution authorizing Disbursement No. 3 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Attachments: [Energy Performance Disbursement 3](#)
[executed Energy Performance Disbursement 3 RES#2016-64](#)

- VI.-5** [2016-2633](#) Authorize Mayor to execute Task Order No. 21 with Neel-Schaffer, Inc. to provide professional services for Edwards Street to Ronie Street Pathway design, topo survey, & bidding (asphalt pathway, and pedestrian crosswalks and signage along abandoned rail bed) for estimated cost of \$13,457.94; execute in duplicate.

Attachments: [NS Task Order #21](#)
[executed NS Task Order #21](#)

- VI.-6** [2016-2637](#) Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

Attachments: [Pool Contract-Michelle Williams 2016](#)
[executed Pool Contract-Michelle Williams 2016](#)

- VI.-7** [2016-2647](#) Authorize Mayor to execute amended agreement #2 (GR05227) between the City of Hattiesburg and the University of Southern Mississippi's School of Social Work; changing the additional amount of \$67,804.20 (in Amendment #1 adopted 12/8/2015 at MB2015-359) to \$60, 687.00.

Attachments: [Amended Agreement #2](#)
[executed Amended Agreement #2](#)

- VI.-8** [2016-2648](#) Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Daytona Harley-Davidson for the for the lease (12) twelve motorcycles for the Hattiesburg Police Department for (1)one year, with the option to renew for (1) year, commencing on April 1, 2016 and ending on March 31,2017.

Attachments: [Lease agreement-Harley](#)
[executed Lease agreement-Harley](#)

- VI.-9** [2016-2649](#) Extend the State of Emergency for an additional thirty (30) days from April 11, 2016 until May 17, 2016, from the flooding that occurred on March 11, 2016.

- VI.-10** [2016-2644](#) Ratify and confirm the Mayor's appointment of Michael R. O'Neal(W4) (replaces Turner Jones) to the Election Commission for a term (7/1/13- 6/30/17) beginning May 3, 2016 and ending June 30,2017.

Attachments: [Data Sheet-O'Neal](#)
[Resume- O'Neal](#)

- VI.-11** [2016-2665](#) Designate the Best of the Pine Belt awards gala Friday, June 3, 2016, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Attachments: [Correspondence, D. Gustafson](#)
[ORD 3148 - Possession and Consumption of Beer and Light Wine](#)

VII. ROUTINE AGENDA

- VII.-1** [2016-2646](#) Acknowledge receipt and execution of the CALEA Law Enforcement Accreditation Agreement Addendum, between the Hattiesburg Police Department and the Commission on Accreditation for Law Enforcement Agencies, Inc. (nunc pro tunc).

Attachments: [executed receipt of the CALEA Law Enforcement Accreditation Addu](#)

- VII.-2** [2016-2592](#) Acknowledge receipt of Phase I Enviromental Review Report, completed by JWT Consulting, for Hattiesburg Housing Authority.

Attachments: [Enviromental Review Report](#)

- VII.-3 [2016-2645](#) Acknowledge the execution and submission of the Stop Violence Against Women Grant. (nunc pro tunc)

Attachments: [Grant Application-Stop Violence Against Women.](#)

- VII.-4 [2016-2638](#) Approve the sale of grave spaces, per attached memo.

Attachments: [Deeds \(May 3\)](#)
 [Deed Receiepts \(May 3\)](#)

- VII.-5 [2016-2632](#) Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Attachments: [Memorandum for CDBG Payment 5-3-2016](#)

- VII.-6 [2016-2635](#) Approve claims docket for the period ending April 30, 2016.

Attachments: [DOCKET 16.04-30](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-0150

File ID: 2016-0150

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/29/2016

Brief Title: Adopt an ordinance regulating parades, rallies and other similar uses of public places-2016.

Final Action: 05/03/2016

Minute Book Number: MB2016-121-122

Title:

Adopt an ordinance amending Ordinance Number 1708, adopted April 21, 1971, regulating parades, rallies, and other similar uses of public places; authorizing the chief of police to receive applications and issue permits and providing standards for issuance thereof; establishing procedures for appeal upon rejection of application; requiring indemnification and comprehensive general liability insurance; establishing and/or revising certain parade regulations; and making it unlawful to violate the provisions of this ordinance.

Notes:

Sponsors:

Enactment Date:

Attachments: Ordinance - Parade, executed Ordinance - Parade
ORD#3198

Enactment Number:

Contact:

Meeting Date: 05/03/2016

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	05/03/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt an ordinance (#3198) amending Ordinance Number 1708, adopted April 21, 1971, regulating parades, rallies, and other similar uses of public places; authorizing the chief of police to receive applications and issue permits and providing standards for issuance thereof; establishing procedures for appeal upon rejection of application; requiring indemnification and comprehensive general liability insurance; establishing and/or revising certain parade regulations; and making it unlawful to violate the provisions of this ordinance.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor
Nay: 1 Council Member Delgado

TEL-No Vote: 0

Text of Legislative File 2016-0150

Title

Adopt an ordinance amending Ordinance Number 1708, adopted April 21, 1971, regulating parades, rallies, and other similar uses of public places; authorizing the chief of police to receive applications and issue permits and providing standards for issuance thereof; establishing procedures for appeal upon rejection of application; requiring indemnification and comprehensive general liability insurance; establishing and/or revising certain parade regulations; and making it unlawful to violate the provisions of this ordinance.

Summary

Adopt an ordinance regulating parades, rallies and other similar uses of public places-2016.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 1708, ADOPTED APRIL 21, 1971, REGULATING PARADES, RALLIES, AND OTHER SIMILAR USES OF PUBLIC PLACES; AUTHORIZING THE CHIEF OF POLICE TO RECEIVE APPLICATIONS AND ISSUE PERMITS AND PROVIDING STANDARDS FOR ISSUANCE THEREOF; ESTABLISHING PROCEDURE FOR APPEAL UPON REJECTION OF APPLICATION; REQUIRING INDEMNIFICATION AND COMPREHENSIVE GENERAL LIABILITY INSURANCE; ESTABLISHING AND/OR REVISING CERTAIN PARADE REGULATIONS; AND MAKING IT UNLAWFUL TO VIOLATE THE PROVISIONS OF THIS ORDINANCE.

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

SECTION 1. Short Title. This ordinance shall be known and may be cited as the “Parade Ordinance of the City of Hattiesburg, Mississippi.”

SECTION 2. Definitions.

- A. Chief of Police** is the Chief of Police of the City of Hattiesburg, Mississippi.
- B. City** is the City of Hattiesburg, Mississippi.
- C. Parade** is any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or rally, demonstration or any similar display, in or upon any street, park or other outdoor places owned or under the control of the City.
- D. Parade Marshal** is a person designated to walk the parade route, with other parade marshals, alongside a parade vehicle or float to help maintain an orderly process, particularly with the flow of pedestrian traffic.
- E. Parade Permit** is a permit as required by this ordinance.
- F. Person** is any person, firm, partnership, association, corporation, company or organization of any kind.

SECTION 3. Permit Required. No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the Chief of Police.

A. Exceptions. This ordinance shall not apply to:

- (1) Funeral processions.
- (2) Lawful picketing or other orderly processions on the sidewalks that do not violate any laws of the City of Hattiesburg, State of Mississippi or the United States of America.
- (3) A governmental agency acting within the scope of its functions.

SECTION 4. Application required. A person seeking the issuance of a parade permit shall file an application with the Chief of Police on forms provided by the Chief of Police.

- A. Filing period.** An application for a parade permit shall be filed with the Chief of Police on forms provided by the Chief of Police. Applications shall be filed with the Chief of Police 30 days before the date the proposed parade is to occur; the Chief of Police may use discretion in waiving the application deadline but in no case shall approve an application filed less than ninety-six (96) hours before the date of the proposed parade.
- B. Contents.** The application for a parade permit shall set forth the following information:
 - (1) The name, address and telephone number of the person seeking to conduct such parade.
 - (2) If the proposed parade is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of its authorized and responsible heads.
 - (3) Accurate contact information for the parade chair and marshals and specific information related to candy, favors and other “throws” to be tossed during the parade.
 - (a) The name, address, telephone number and email address of the person who will be the parade chair and who will be responsible for its conduct;

- (b) The names, addresses, telephone numbers and email addresses of the persons who will be parade marshals.
- (c) The names, addresses, telephone numbers and email addresses of the riders from each vehicle or float who are designated to distribute “throws” during the parade.
- (d) For each participating float or vehicle, a list of candy, favors, and other “throws” that have been pre-approved by the parade chair for distribution during the parade.
- (e) The date when the parade is to be conducted.
- (f) The route to be traveled, the starting point, the termination point, any intermediate stopping points and the length of time of such stops.
- (g) The approximate number of individuals and vehicles, with a description of the vehicles, that will constitute the parade.
- (h) The hours the parade is to begin and end.
- (i) A statement that describes what portion of the width of the streets the parade will occupy.
- (j) The location by street of the designated assembly area(s) for the proposed parade.
- (k) The time that parade units will begin to assemble at the designated assembly area(s).
- (l) If the parade is designed to be held by, on behalf of, or for any person other than the applicant, the applicant for such permit shall file with the Chief of Police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf.
- (m) The purpose of the parade.
- (n) Any additional information which the Chief of Police shall find reasonably necessary to a fair determination as to whether a permit should be issued.
- (o) A receipt for the fee hereinafter prescribed.

C. Application fee. A twenty-five dollar (\$25.00) fee to cover the expenses incident to processing shall be paid to the Chief of Police by the person applying for the permit at the time of the filing of the application, which fee shall be delivered into the general fund of the city.

SECTION 5. Standards for Issuance. The Chief of Police shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

- A.** The conduct of the parade will not substantially interrupt the normal, safe and orderly movement of other traffic contiguous to its route.
- B.** The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city. Toward that end, parade marshals will assist with the orderly flow of the parade and will be required for each parade as follows:
 - (1) The parade chair will be responsible for providing the names, addresses, telephone numbers, email addresses and parade positions of the parade marshals for each parade float or vehicle.
 - (2) Any individual or organization sponsoring a parade float or vehicle shall provide two parade marshals, one on each side, every 15 feet of the float or vehicle it is sponsoring. In no case will there be less than two parade marshals, one on each side, for a parade vehicle.
 - (3) Each parade marshal shall use two hands to carry a six-foot long PVC pipe, holding it forward in a horizontal position, the entire parade route so as clear a path for the float or vehicle and thus help to protect children and other observers from injury.
- C.** The concentration of persons and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.

- D.** The conduct of such parade will not interfere with the movement of fire-fighting equipment en route to a fire or the movement of other emergency equipment.
- E.** The conduct of the parade is not reasonably likely to cause injury to persons or property, or to provoke disorderly conduct or create a disturbance.
- (1) Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of specific “throws” to the parade chair for approval prior to the event; these lists will be submitted as part of the parade application.
 - (2) Candy, favors and other “throws” tossed from parade vehicles shall be “family-friendly,” i.e., appropriate for children and all other members of an average family. No materials of a sexually explicit nature may be thrown or distributed during, before or after the parade.
 - (3) No parade participant, while on the parade route or in a parade staging area or disbanding area, shall throw, distribute, possess or control any of the following:
 - (a) “Confetti canisters” of any type or brand. “Confetti canisters” shall be defined as items that contain metallic or paper confetti streamers or other string-like substances that are expelled or discharged under pressure into the air;
 - (b) “Silly string” or other similar items that, when used, emit an adhesive string-like or adhesive streamer-like substance that is expelled or discharged from a pressurized container;
 - (c) Candy, favors or trinkets of a sexually explicit nature. This is to include condoms, prophylactics and/or any other sexually oriented devices or paraphernalia;
 - (d) Alcoholic beverages, including “jello shots.”
 - (e) Throws or trinkets that contain sharp edges or points, including but not limited to plastic or wooden spears and plastic, paper or silk flowers with wire stems;
 - (f) “Bomb bags” or other throws or trinkets of any type or brand that explode or detonate;
 - (g) “Stink bombs” or “stink sprays” of any type or brand. “Stink bombs” and “stink sprays” are defined as devices that emit an odorous substance when used.
 - (h) Boxes, including but not limited to corrugated boxes.
 - (i) Laser pointers and/or any similar device that emits a highly amplified ultraviolet or infrared light;
 - (j) Glass, except for eyeglasses.
 - (k) Any life-threatening object and/or noxious substances or liquids.
 - (4) Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of those riders designated to distribute candy, favors and other “throws.”
 - (a) At no time shall the driver of a parade vehicle toss or distribute “throws.”
 - (b) No “throws” of any kind shall be tossed or handed out to the front or rear of a parade float or other parade vehicle.
 - (c) No “throws” of any kind shall be tossed or handed out in the assembly or disbanding areas of the parade.
 - (5) Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and controlled per regulations listed in Section H (3).
 - (6) Four-wheelers and other types of all-terrain vehicles (ATVs) are prohibited.
 - (7) The minimum age for participants walking in a parade shall be set at age 10. Said minimum age of 10 shall apply to members of bands and dance groups and to flag bearers, mascots, and others who typically participate in parades.

- (8) All drivers shall be at least 18 years of age and shall have a valid driver's license. All drivers of pull vehicles must have sufficient training from the tractor or float provider prior to the parade.
 - (9) All parade participants, whether on floats, in vehicles, or marching, shall be attired decently; no sexually indecent clothing or characterizations shall be allowed. Individuals and organizations participating in parades are prohibited from conduct, displays or behaviors that the general public would consider vulgar, indecent, shocking or offensive.
 - (10) Music played in any parade must be acceptable for public airwaves, and must not contain any words deemed unacceptable by the Federal Communications Commission.
 - (11) No person shall be allowed to participate in a parade if obviously intoxicated.
 - (a) The consumption of alcohol, including beer, in the assembly area of the parade is forbidden.
 - (b) Drivers of parade floats or vehicles are prohibited from consuming alcoholic beverages during the parade, or 12 hours prior to it. Drivers are not allowed to drink alcoholic beverages during the parade or to operate a parade vehicle while under the influence of alcohol or drugs.
 - (12) It shall be illegal for any person to smoke while on a float or vehicle before, during or after the parade, or any other time or place deemed unsafe by the parade organization or the City of Hattiesburg fire department.
 - (13) All tires on floats and vehicles pulling floats shall be in good condition.
 - (14) All decorations and attachments on each float shall be securely fastened, with no sharp, pointed or cornered objects on the exterior. No protruding nails shall be allowed on floats.
 - (15) No float rider shall sit on the ledge and/or railing of a float. No float rider shall stand on anything other than the float deck/floor. If the float rider's height requires standing on an object other than the deck/floor of the float in order to participate in the parade, the object shall be secured and the rider shall be harnessed to the float.
- F.** The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.
- (1) Each participant shall report to the designated assembly area at least one hour prior to the scheduled start of the parade.
 - (2) Entry by any individual, group or vehicle into the parade shall be permitted only at the designated assembly area, except in an emergency or when duly authorized by the parade chair.
 - (3) Exit by any individual, group or vehicle from the parade shall be permitted only at the designated disbanding area, except in an emergency or when duly authorized by the parade chair.
 - (4) Each band, marching club or marching or dance group in each parade shall be allowed no more than one motor vehicle to accompany the group in the parade and to bear the name of the group on both sides of the vehicle as identification.
 - (5) At no time shall any band, marching club, marching group or dance group make any unauthorized stop to perform, thereby delaying the schedule and preventing an expeditious completion of the parade.
- G.** The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit. However, the prohibition against advertising any product, goods or event, shall not apply to signs identifying organizations or sponsors furnishing or sponsoring floats or transportation for the parade.
- H.** The conduct of the parade will not create an undue burden to the City in terms of personnel and resources required for clean-up following the event.
- (1) Discarding of packaging, debris and trash in the assembly and disbanding areas and along the parade route is prohibited.

- (2) Glass, except for eyeglasses, in the assembly and disbanding areas and along the parade route is prohibited.
- (3) Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and that are contained as follows:
 - (a) Each animal shall be contained on a leash.
 - (b) Each animal shall be assigned to a handler. At no time shall more than one animal be assigned to a handler during a parade.
 - (c) Each handler is responsible for cleaning and disposing of any waste deposits of the animal in his or her charge throughout the event; this includes the parade assembly area, the float, and the parade disassembly area.
 - (d) While in the parade assembly and disassembly areas, animals are to be contained on a leash at the minimum, and in a carrier when necessary (when the handler is unable to hold the leash and maintain control of the animal).
 - (e) Dogs and other adoptable animals that are aged three months and older must have been vaccinated for rabies.

SECTION 6. Notice of Rejection. The Chief of Police shall act upon each application for a parade permit within five (5) business days after it is filed, provided that it is filed 30 days in advance of the date of the proposed parade. If the Chief of Police disapproves the application, a notice stating the reasons for the denial shall be sent to the applicant by certified mail within five (5) business days of the application being filed.

SECTION 7. Appeal Procedure. Any person who has been denied a parade permit, and who filed an application for the parade permit in accordance with the filing period, 30 days in advance of the date of the proposed parade, shall have the right to appeal the denial to the City Council. The appeal must be filed with the Chief of Police within five (5) business days of receiving the notice of denial. The City Council shall consider and act upon the appeal at its next regular meeting. There is no appeal for parade applications filed less than the 30-day filing period stated in Section 4A of this ordinance.

SECTION 8. Alternative Permit. The Chief of Police, in denying an application for a parade permit, shall be empowered to authorize an alternate permit to conduct the parade on a date, time, or route different from that named by the applicant. Once offered an alternate permit, the applicant shall have two (2) business days to file a written notice of acceptance with the Chief of Police. An alternate parade permit shall conform to parade permit requirements and shall have the effect of a parade permit under this ordinance.

SECTION 9. Notice to City and Other Officials. Immediately upon the issuance of a parade permit, the Chief of Police shall send a copy thereof to the following:

- A. The governing authorities.
- B. The City Attorney.
- C. The Fire Chief.

SECTION 10. Contents of Permit. Each parade permit shall state the following information:

- A. Date of the parade.
- B. Starting time and termination time of the parade.
- C. The portions of the streets to be traversed that may be occupied by the parade.
- D. The number of persons and motor vehicles that will be in the parade.
- E. Such other information as the Chief of Police shall deem appropriate or find necessary to the enforcement of this chapter.

SECTION 11. Duties of Permittee; Possession of Permit. A permittee hereunder shall comply with all permit directions and conditions and with applicable laws and ordinances. The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

SECTION 12. Public Conduct during Parades.

- A. **Interference.** No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person or vehicle participating or used in a parade.
- B. **Driving through parades.** No driver of any vehicle, except emergency vehicles, shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- C. **Parking on parade route.** The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The Chief of Police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.
- D. **Following parade floats.** Individuals are hereby prohibited from following parade floats and bands without authorization from the parade chair.
- E. **Unauthorized participation.** No person, group or vehicle shall participate in a parade without proper authorization from the parade organization or interfere in any manner with the orderly conduct of the parade.
- F. **Obstruction of parade or parade traffic.** It shall be unlawful for any person in charge of a vehicle, horse or mule, or vending cart or other contrivance to park, stop, loiter or stand in such a manner as to obstruct, impede or inhibit the passage of any parade, or to obstruct, impede or inhibit the passage of traffic on any intersecting or adjacent street to the parade route.
- G. **Obstruction of vehicular or pedestrian traffic.** It shall be unlawful for any person at any time to place or cause to be placed any type of obstruction, including but not limited to ropes, tents, scaffolds, barricades or vehicles, which may act to impede vehicular or pedestrian traffic on any right-of-way along a parade route, without first seeking proper permission from the city.

SECTION 13. Revocation of Permit. The Chief of Police shall have the authority to revoke a parade permit issued hereunder upon violation of the standards for issuance as herein set forth.

SECTION 14. Indemnification and Insurance.

- A. The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made, by filing such application do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the city harmless against liability for any and all claims for damage to property, or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the parade or its participants.
- B. In addition, no parade permit shall be issued unless the applicant therefor shall obtain a comprehensive general liability insurance policy, issued by an insurance company authorized to do business in the State of Mississippi, with coverage of not less than One Million Dollars (\$1,000,000.00) and that includes the assembly area, the parade route, the disbanding area of the parade, and any other area used by the participants of the parade. The city shall be named as an additional insured on the policy.
- C. The owner of each vehicle participating in the parade shall provide proof of Auto Liability Insurance on that vehicle, unless the parade organizer (applicant) provides a Non-Owned and or Hired Auto Policy with a policy limit of not less than Two Million Dollars (\$2,000,000.00).

The policy limits of said insurance shall not be less than:

Property damage ----- \$100,000 each occurrence
Bodily injury or death ----- \$250,000 each person
\$500,000 each occurrence
- D. At the time of the application for the parade permit satisfactory proof that the required insurance has been obtained must be presented to the Chief of Police. The requirement for satisfactory proof may be complied with either by depositing the insurance policy itself with

the Chief of Police or by furnishing a certificate of insurance, meeting the following specifications to the Chief of Police:

- (1) The insurance policies issued should be listed and for each policy the type of insurance, policy number, expiration date and limits of liability should be shown.
 - (2) The certificate should designate the City of Hattiesburg as certificate holder and as an additional insured, and should contain a statement to the effect that the policies listed are in force and that in the event of cancellation or any material change in a policy affecting the certificate holder, at least ten (10) days prior written notice will be given to the certificate holder.
 - (3) Below the schedule of insurance in force, the certificate should include a statement substantially as follows:

"The comprehensive general liability policy above includes coverage of designated premises and coverage for contractual liability in compliance with the provisions of Ordinance No. _____ of the City of Hattiesburg, for a parade to be held on (date)_____."
 - (4) The certificate should be signed or countersigned by an authorized local agent of the issuing company or companies and should have attached a copy of power of attorney evidencing the agent's authority.
- E. The requirements of subsections (B) and (C) of this section shall not be applicable to parades composed of pedestrians only and not including any vehicles.

F. SECTION 15. Penalties.

- A. It shall be unlawful for any person to stage, present, or conduct, or attempt to stage, present, or conduct a parade without first having obtained a permit therefor as herein provided or who shall otherwise violate any of the provisions of this chapter.
- B. It shall be unlawful for any person to participate in a parade on the city streets for which a permit has not been granted.
- C. It shall be unlawful for any person to fail to comply with all directions and conditions of the parade permit.
- D. Any person violating the provisions of any section of this chapter shall, upon conviction, be fined not more than \$1000.00 or be imprisoned for not more than six (6) months, or by both such fine and imprisonment; the municipal judge may use discretion in suspending a portion of the fine.

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:

ABSENT:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NO. 3198

AN ORDINANCE AMENDING ORDINANCE 1708, ADOPTED APRIL 21, 1971, REGULATING PARADES, RALLIES, AND OTHER SIMILAR USES OF PUBLIC PLACES; AUTHORIZING THE CHIEF OF POLICE TO RECEIVE APPLICATIONS AND ISSUE PERMITS AND PROVIDING STANDARDS FOR ISSUANCE THEREOF; ESTABLISHING PROCEDURE FOR APPEAL UPON REJECTION OF APPLICATION; REQUIRING INDEMNIFICATION AND COMPREHENSIVE GENERAL LIABILITY INSURANCE; ESTABLISHING AND/OR REVISING CERTAIN PARADE REGULATIONS; AND MAKING IT UNLAWFUL TO VIOLATE THE PROVISIONS OF THIS ORDINANCE.

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

SECTION 1. Short Title. This ordinance shall be known and may be cited as the "Parade Ordinance of the City of Hattiesburg, Mississippi."

SECTION 2. Definitions.

- A. **Chief of Police** is the Chief of Police of the City of Hattiesburg, Mississippi.
- B. **City** is the City of Hattiesburg, Mississippi.
- C. **Parade** is any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or rally, demonstration or any similar display, in or upon any street, park or other outdoor places owned or under the control of the City.
- D. **Parade Marshal** is a person designated to walk the parade route, with other parade marshals, alongside a parade vehicle or float to help maintain an orderly process, particularly with the flow of pedestrian traffic.
- E. **Parade Permit** is a permit as required by this ordinance.
- F. **Person** is any person, firm, partnership, association, corporation, company or organization of any kind.

SECTION 3. Permit Required. No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the Chief of Police.

A. **Exceptions.** This ordinance shall not apply to:

- (1) Funeral processions.
- (2) Lawful picketing or other orderly processions on the sidewalks that do not violate any laws of the City of Hattiesburg, State of Mississippi or the United States of America.
- (3) A governmental agency acting within the scope of its functions.

SECTION 4. Application required. A person seeking the issuance of a parade permit shall file an application with the Chief of Police on forms provided by the Chief of Police.

- A. **Filing period.** An application for a parade permit shall be filed with the Chief of Police on forms provided by the Chief of Police. Applications shall be filed with the Chief of Police 30 days before the date the proposed parade is to occur; the Chief of Police may use discretion in waiving the application deadline but in no case shall approve an application filed less than ninety-six (96) hours before the date of the proposed parade.
- B. **Contents.** The application for a parade permit shall set forth the following information:
 - (1) The name, address and telephone number of the person seeking to conduct such parade.
 - (2) If the proposed parade is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of its authorized and responsible heads.
 - (3) Accurate contact information for the parade chair and marshals and specific information related to candy, favors and other "throws" to be tossed during the parade.
 - (a) The name, address, telephone number and email address of the person who will be the parade chair and who will be responsible for its conduct;

- (b) The names, addresses, telephone numbers and email addresses of the persons who will be parade marshals.
- (c) The names, addresses, telephone numbers and email addresses of the riders from each vehicle or float who are designated to distribute “throws” during the parade.
- (d) For each participating float or vehicle, a list of candy, favors, and other “throws” that have been pre-approved by the parade chair for distribution during the parade.
- (e) The date when the parade is to be conducted.
- (f) The route to be traveled, the starting point, the termination point, any intermediate stopping points and the length of time of such stops.
- (g) The approximate number of individuals and vehicles, with a description of the vehicles, that will constitute the parade.
- (h) The hours the parade is to begin and end.
- (i) A statement that describes what portion of the width of the streets the parade will occupy.
- (j) The location by street of the designated assembly area(s) for the proposed parade.
- (k) The time that parade units will begin to assemble at the designated assembly area(s).
- (l) If the parade is designed to be held by, on behalf of, or for any person other than the applicant, the applicant for such permit shall file with the Chief of Police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf.
- (m) The purpose of the parade.
- (n) Any additional information which the Chief of Police shall find reasonably necessary to a fair determination as to whether a permit should be issued.
- (o) A receipt for the fee hereinafter prescribed.

C. **Application fee.** A twenty-five dollar (\$25.00) fee to cover the expenses incident to processing shall be paid to the Chief of Police by the person applying for the permit at the time of the filing of the application, which fee shall be delivered into the general fund of the city.

SECTION 5. Standards for Issuance. The Chief of Police shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

- A. The conduct of the parade will not substantially interrupt the normal, safe and orderly movement of other traffic contiguous to its route.
- B. The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city. Toward that end, parade marshals will assist with the orderly flow of the parade and will be required for each parade as follows:
 - (1) The parade chair will be responsible for providing the names, addresses, telephone numbers, email addresses and parade positions of the parade marshals for each parade float or vehicle.
 - (2) Any individual or organization sponsoring a parade float or vehicle shall provide two parade marshals, one on each side, every 15 feet of the float or vehicle it is sponsoring. In no case will there be less than two parade marshals, one on each side, for a parade vehicle.
 - (3) Each parade marshal shall use two hands to carry a six-foot long PVC pipe, holding it forward in a horizontal position, the entire parade route so as clear a path for the float or vehicle and thus help to protect children and other observers from injury.
- C. The concentration of persons and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.

- D. The conduct of such parade will not interfere with the movement of fire-fighting equipment en route to a fire or the movement of other emergency equipment.
- E. The conduct of the parade is not reasonably likely to cause injury to persons or property, or to provoke disorderly conduct or create a disturbance.
- (1) Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of specific "throws" to the parade chair for approval prior to the event; these lists will be submitted as part of the parade application.
 - (2) Candy, favors and other "throws" tossed from parade vehicles shall be "family-friendly," i.e., appropriate for children and all other members of an average family. No materials of a sexually explicit nature may be thrown or distributed during, before or after the parade.
 - (3) No parade participant, while on the parade route or in a parade staging area or disbanding area, shall throw, distribute, possess or control any of the following:
 - (a) "Confetti canisters" of any type or brand. "Confetti canisters" shall be defined as items that contain metallic or paper confetti streamers or other string-like substances that are expelled or discharged under pressure into the air;
 - (b) "Silly string" or other similar items that, when used, emit an adhesive string-like or adhesive streamer-like substance that is expelled or discharged from a pressurized container;
 - (c) Candy, favors or trinkets of a sexually explicit nature. This is to include condoms, prophylactics and/or any other sexually oriented devices or paraphernalia;
 - (d) Alcoholic beverages, including "jello shots."
 - (e) Throws or trinkets that contain sharp edges or points, including but not limited to plastic or wooden spears and plastic, paper or silk flowers with wire stems;
 - (f) "Bomb bags" or other throws or trinkets of any type or brand that explode or detonate;
 - (g) "Stink bombs" or "stink sprays" of any type or brand. "Stink bombs" and "stink sprays" are defined as devices that emit an odorous substance when used.
 - (h) Boxes, including but not limited to corrugated boxes.
 - (i) Laser pointers and/or any similar device that emits a highly amplified ultraviolet or infrared light;
 - (j) Glass, except for eyeglasses.
 - (k) Any life-threatening object and/or noxious substances or liquids.
 - (4) Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of those riders designated to distribute candy, favors and other "throws."
 - (a) At no time shall the driver of a parade vehicle toss or distribute "throws."
 - (b) No "throws" of any kind shall be tossed or handed out to the front or rear of a parade float or other parade vehicle.
 - (c) No "throws" of any kind shall be tossed or handed out in the assembly or disbanding areas of the parade.
 - (5) Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and controlled per regulations listed in Section H (3).
 - (6) Four-wheelers and other types of all-terrain vehicles (ATVs) are prohibited.
 - (7) The minimum age for participants walking in a parade shall be set at age 10. Said minimum age of 10 shall apply to members of bands and dance groups and to flag bearers, mascots, and others who typically participate in parades.

- (8) All drivers shall be at least 18 years of age and shall have a valid driver's license. All drivers of pull vehicles must have sufficient training from the tractor or float provider prior to the parade.
 - (9) All parade participants, whether on floats, in vehicles, or marching, shall be attired decently; no sexually indecent clothing or characterizations shall be allowed. Individuals and organizations participating in parades are prohibited from conduct, displays or behaviors that the general public would consider vulgar, indecent, shocking or offensive.
 - (10) Music played in any parade must be acceptable for public airwaves, and must not contain any words deemed unacceptable by the Federal Communications Commission.
 - (11) No person shall be allowed to participate in a parade if obviously intoxicated.
 - (a) The consumption of alcohol, including beer, in the assembly area of the parade is forbidden.
 - (b) Drivers of parade floats or vehicles are prohibited from consuming alcoholic beverages during the parade, or 12 hours prior to it. Drivers are not allowed to drink alcoholic beverages during the parade or to operate a parade vehicle while under the influence of alcohol or drugs.
 - (12) It shall be illegal for any person to smoke while on a float or vehicle before, during or after the parade, or any other time or place deemed unsafe by the parade organization or the City of Hattiesburg fire department.
 - (13) All tires on floats and vehicles pulling floats shall be in good condition.
 - (14) All decorations and attachments on each float shall be securely fastened, with no sharp, pointed or cornered objects on the exterior. No protruding nails shall be allowed on floats.
 - (15) No float rider shall sit on the ledge and/or railing of a float. No float rider shall stand on anything other than the float deck/floor. If the float rider's height requires standing on an object other than the deck/floor of the float in order to participate in the parade, the object shall be secured and the rider shall be harnessed to the float.
- F.** The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.
- (1) Each participant shall report to the designated assembly area at least one hour prior to the scheduled start of the parade.
 - (2) Entry by any individual, group or vehicle into the parade shall be permitted only at the designated assembly area, except in an emergency or when duly authorized by the parade chair.
 - (3) Exit by any individual, group or vehicle from the parade shall be permitted only at the designated disbanding area, except in an emergency or when duly authorized by the parade chair.
 - (4) Each band, marching club or marching or dance group in each parade shall be allowed no more than one motor vehicle to accompany the group in the parade and to bear the name of the group on both sides of the vehicle as identification.
 - (5) At no time shall any band, marching club, marching group or dance group make any unauthorized stop to perform, thereby delaying the schedule and preventing an expeditious completion of the parade.
- G.** The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit. However, the prohibition against advertising any product, goods or event, shall not apply to signs identifying organizations or sponsors furnishing or sponsoring floats or transportation for the parade.
- H.** The conduct of the parade will not create an undue burden to the City in terms of personnel and resources required for clean-up following the event.
- (1) Discarding of packaging, debris and trash in the assembly and disbanding areas and along the parade route is prohibited.

- (2) Glass, except for eyeglasses, in the assembly and disbanding areas and along the parade route is prohibited.
- (3) Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and that are contained as follows:
 - (a) Each animal shall be contained on a leash.
 - (b) Each animal shall be assigned to a handler. At no time shall more than one animal be assigned to a handler during a parade.
 - (c) Each handler is responsible for cleaning and disposing of any waste deposits of the animal in his or her charge throughout the event; this includes the parade assembly area, the float, and the parade disassembly area.
 - (d) While in the parade assembly and disassembly areas, animals are to be contained on a leash at the minimum, and in a carrier when necessary (when the handler is unable to hold the leash and maintain control of the animal).
 - (e) Dogs and other adoptable animals that are aged three months and older must have been vaccinated for rabies.

SECTION 6. Notice of Rejection. The Chief of Police shall act upon each application for a parade permit within five (5) business days after it is filed, provided that it is filed 30 days in advance of the date of the proposed parade. If the Chief of Police disapproves the application, a notice stating the reasons for the denial shall be sent to the applicant by certified mail within five (5) business days of the application being filed.

SECTION 7. Appeal Procedure. Any person who has been denied a parade permit, and who filed an application for the parade permit in accordance with the filing period, 30 days in advance of the date of the proposed parade, shall have the right to appeal the denial to the City Council. The appeal must be filed with the Chief of Police within five (5) business days of receiving the notice of denial. The City Council shall consider and act upon the appeal at its next regular meeting. There is no appeal for parade applications filed less than the 30-day filing period stated in Section 4A of this ordinance.

SECTION 8. Alternative Permit. The Chief of Police, in denying an application for a parade permit, shall be empowered to authorize an alternate permit to conduct the parade on a date, time, or route different from that named by the applicant. Once offered an alternate permit, the applicant shall have two (2) business days to file a written notice of acceptance with the Chief of Police. An alternate parade permit shall conform to parade permit requirements and shall have the effect of a parade permit under this ordinance.

SECTION 9. Notice to City and Other Officials. Immediately upon the issuance of a parade permit, the Chief of Police shall send a copy thereof to the following:

- A. The governing authorities.
- B. The City Attorney.
- C. The Fire Chief.

SECTION 10. Contents of Permit. Each parade permit shall state the following information:

- A. Date of the parade.
- B. Starting time and termination time of the parade.
- C. The portions of the streets to be traversed that may be occupied by the parade.
- D. The number of persons and motor vehicles that will be in the parade.
- E. Such other information as the Chief of Police shall deem appropriate or find necessary to the enforcement of this chapter.

SECTION 11. Duties of Permittee; Possession of Permit. A permittee hereunder shall comply with all permit directions and conditions and with applicable laws and ordinances. The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

SECTION 12. Public Conduct during Parades.

- A. **Interference.** No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person or vehicle participating or used in a parade.
- B. **Driving through parades.** No driver of any vehicle, except emergency vehicles, shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- C. **Parking on parade route.** The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The Chief of Police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.
- D. **Following parade floats.** Individuals are hereby prohibited from following parade floats and bands without authorization from the parade chair.
- E. **Unauthorized participation.** No person, group or vehicle shall participate in a parade without proper authorization from the parade organization or interfere in any manner with the orderly conduct of the parade.
- F. **Obstruction of parade or parade traffic.** It shall be unlawful for any person in charge of a vehicle, horse or mule, or vending cart or other contrivance to park, stop, loiter or stand in such a manner as to obstruct, impede or inhibit the passage of any parade, or to obstruct, impede or inhibit the passage of traffic on any intersecting or adjacent street to the parade route.
- G. **Obstruction of vehicular or pedestrian traffic.** It shall be unlawful for any person at any time to place or cause to be placed any type of obstruction, including but not limited to ropes, tents, scaffolds, barricades or vehicles, which may act to impede vehicular or pedestrian traffic on any right-of-way along a parade route, without first seeking proper permission from the city.

SECTION 13. Revocation of Permit. The Chief of Police shall have the authority to revoke a parade permit issued hereunder upon violation of the standards for issuance as herein set forth.

SECTION 14. Indemnification and Insurance.

- A. The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made, by filing such application do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the city harmless against liability for any and all claims for damage to property, or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the parade or its participants.
- B. In addition, no parade permit shall be issued unless the applicant therefor shall obtain a comprehensive general liability insurance policy, issued by an insurance company authorized to do business in the State of Mississippi, with coverage of not less than One Million Dollars (\$1,000,000.00) and that includes the assembly area, the parade route, the disbanding area of the parade, and any other area used by the participants of the parade. The city shall be named as an additional insured on the policy.
- C. The owner of each vehicle participating in the parade shall provide proof of Auto Liability Insurance on that vehicle, unless the parade organizer (applicant) provides a Non-Owned and or Hired Auto Policy with a policy limit of not less than Two Million Dollars (\$2,000,000.00).

The policy limits of said insurance shall not be less than:

Property damage ----- \$100,000 each occurrence
Bodily injury or death ----- \$250,000 each person
\$500,000 each occurrence

- D. At the time of the application for the parade permit satisfactory proof that the required insurance has been obtained must be presented to the Chief of Police. The requirement for satisfactory proof may be complied with either by depositing the insurance policy itself with

the Chief of Police or by furnishing a certificate of insurance, meeting the following specifications to the Chief of Police:

- (1) The insurance policies issued should be listed and for each policy the type of insurance, policy number, expiration date and limits of liability should be shown.
- (2) The certificate should designate the City of Hattiesburg as certificate holder and as an additional insured, and should contain a statement to the effect that the policies listed are in force and that in the event of cancellation or any material change in a policy affecting the certificate holder, at least ten (10) days prior written notice will be given to the certificate holder.
- (3) Below the schedule of insurance in force, the certificate should include a statement substantially as follows:

"The comprehensive general liability policy above includes coverage of designated premises and coverage for contractual liability in compliance with the provisions of Ordinance No. _____ of the City of Hattiesburg, for a parade to be held on (date)_____."
- (4) The certificate should be signed or countersigned by an authorized local agent of the issuing company or companies and should have attached a copy of power of attorney evidencing the agent's authority.

E. The requirements of subsections (B) and (C) of this section shall not be applicable to parades composed of pedestrians only and not including any vehicles.

F. **SECTION 15. Penalties.**

- A. It shall be unlawful for any person to stage, present, or conduct, or attempt to stage, present, or conduct a parade without first having obtained a permit therefor as herein provided or who shall otherwise violate any of the provisions of this chapter.
- B. It shall be unlawful for any person to participate in a parade on the city streets for which a permit has not been granted.
- C. It shall be unlawful for any person to fail to comply with all directions and conditions of the parade permit.
- D. Any person violating the provisions of any section of this chapter shall, upon conviction, be fined not more than \$1000.00 or be imprisoned for not more than six (6) months, or by both such fine and imprisonment; the municipal judge may use discretion in suspending a portion of the fine.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: Delgado

ABSENT:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 3rd day of May, 2016.

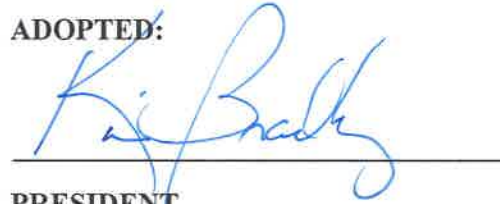
(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

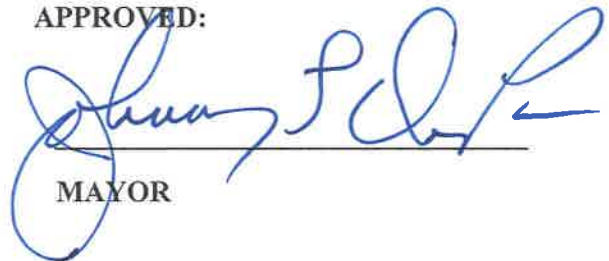
THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 3rd day of May, 2016.

ATTEST:



CITY CLERK

APPROVED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-0151

File ID: 2016-0151

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/29/2016

Brief Title: Adopt an Ordinance amending Ordinance Numbers 2359 and 1600, prohibiting littering in the City of Hattiesburg.

Final Action: 05/03/2016

Minute Book Number: MB2016-122

Title:

Adopt an Ordinance amending Ordinance Numbers 2359, adopted November 6, 1990, and 1600, adopted February 8, 1967, prohibiting the throwing or depositing of litter in public places in the City of Hattiesburg, regulating the distribution of commercial and non-commercial handbills, controlling the deposit of litter on private premises; providing a lien for city clearance; and prescribing penalties for violations of the littering ordinance.

Notes:

Sponsors:

Enactment Date:

Attachments: Ordinance - Litter, 2016, executed Ordinance - Litter, 2016 ORD#3199

Enactment Number:

Contact:

Meeting Date: 05/03/2016

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	05/03/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt an Ordinance (#3199) amending Ordinance Numbers 2359, adopted November 6, 1990, and 1600, adopted February 8, 1967, prohibiting the throwing or depositing of litter in public places in the City of Hattiesburg, regulating the distribution of commercial and non-commercial handbills, controlling the deposit of litter on private premises; providing a lien for city clearance; and prescribing penalties for violations of the littering ordinance.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Abstain: 1 - Delgado							

Yea:	4	Council Member Bradley
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
Abstain:	1	Council Member Delgado
TEL-No Vote:	0	

Text of Legislative File 2016-0151

Title

Adopt an Ordinance amending Ordinance Numbers 2359, adopted November 6, 1990, and 1600, adopted February 8, 1967, prohibiting the throwing or depositing of litter in public places in the City of Hattiesburg, regulating the distribution of commercial and non-commercial handbills, controlling the deposit of litter on private premises; providing a lien for city clearance; and prescribing penalties for violations of the littering ordinance.

Summary

Adopt an Ordinance amending Ordinance Numbers 2359 and 1600, prohibiting littering in the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2359, ADOPTED 11-6-90, AND
ORDINANCE NUMBER 1600, ADOPTED 2-8-67, PROHIBITING THE THROWING OR
DEPOSITING OF LITTER IN PUBLIC PLACES IN THE CITY OF HATTIESBURG;
REGULATING THE DISTRIBUTION OF COMMERCIAL AND NON-COMMERCIAL
HANDBILLS; CONTROLLING DEPOSITING OF LITTER ON PRIVATE PREMISES;
PROVIDING A LIEN FOR CITY CLEARANCE; AND PRESCRIBING PENALTIES
FOR THE VIOLATION OF ITS PROVISIONS**

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

SECTION 1. Short Title. This ordinance shall be known and may be cited as the “Hattiesburg Anti-Litter Ordinance.”

SECTION 2. Definitions. For the purposes of this article the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. Aircraft** is any contrivance now known or hereafter invented, used or designated for navigation or for flight in the air. The word "aircraft" shall include helicopters and lighter-than-air dirigibles and balloons.
- B. Authorized private receptacle** is a litter storage and collection receptacle as required and authorized in this ordinance.
- C. City** is the City of Hattiesburg, Mississippi.
- D. Commercial handbill** is any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:
 - (1) Which advertises for sale any merchandise, product commodity, or thing; or
 - (2) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
 - (3) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incidental to such meeting, theatrical performance, exhibition, or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided that nothing contained in this clause shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license where such license is or may be required by any law of this State, or under any ordinance of this city; or
 - (4) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.
- E. Garbage** is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

- F. Litter** is "garbage", "refuse" and "rubbish" as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.
- G. Newspaper** is any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with Federal Statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.
- H. Noncommercial handbill** is any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.
- I. Park** is a park, reservation, playground, beach, recreation center or any other public area in the city, owned or used by the city and devoted to active or passive recreation.
- J. Person** is any person, firm, partnership, association, corporation, company or organization of any kind.
- K. Private premises** is any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.
- L. Public place** is any and all, paved or unpaved street, sidewalk, boulevard, alley, creek, drainage ditch, drainage space or other public ways and any and all public parks, squares, spaces, grounds and buildings.
- M. Refuse** is all putrescible and non-putrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.
- N. Rubbish** is non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.
- O. Vehicle** is every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

SECTION 3. Litter in Public Places. No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the city except in public receptacles, authorized private receptacles for collection, or in official city dumps.

SECTION 4. Placement of Litter in Receptacles so as to Prevent Scattering. Persons placing litter in public receptacles or in authorized private receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

SECTION 5. Removal of Rubbish, Other Materials from Building, Similar Operations; Sweeping Litter into Gutters, Streets, Parking Areas and Other Public Places.

- A.** Property owners, tenants, lessees and contractors for hire engaged in the construction, repair, reconstruction, removal, and demolition of structures, improvements and property or part thereof, shall, at their own expense, remove trash, trees, limbs, roofing, lumber and any and all other kinds of rubbish, garbage, litter and refuse arising from their operations; and no person shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any such activity or from any public or private sidewalk, parking area or driveway. Persons owning or occupying property shall keep the sidewalks and parking areas in front of their premises free of litter.

- B. If any part of a structure is not completely demolished, the owner of said property will be responsible for its condition. Should the City of Hattiesburg find it necessary to clear any lot or lots or a part of a structure left standing, it shall be done in accordance with Section 21-19-11, and any other provisions of the Mississippi Code of 1972, Annotated as amended, that may apply. The Code Enforcement Manager or the Code Enforcement Manager's designee(s) shall be responsible for the enforcement of this article.
- C. No person or persons shall engage in the improvement, removal or demolition of any structure, in part or whole, in the City of Hattiesburg without first obtaining a written permit therefor from the city Building Official, who shall require the posting of a cash bond of not less than one hundred dollars (\$100.00), but which amount shall be determined by the Building Official on the basis of the estimated amount of debris remaining from such improvement, removal or demolition, which said bond shall be conditioned upon the clearing and removal of any and all such debris left on the site from which said structure is removed or demolished. If the structure is completely removed, the vacant lot where the structure has been demolished or removed shall be filled with dirt and maintained to the existing grade, in accordance with section 3303.4 of the International Building Code (IBC).
- D. Said bond is for the insurance of the clearing of debris only, and not for the removal of any structure, or part thereof. If any amount or kind of debris is left on any premises the total amount of any bond will be forfeited to the city and used to have said premises cleared of any remaining debris. **Such bond will be refunded within thirty (30) days after final inspection of such premises provided all such debris from said operations has been removed by the party posting said bond. Said final inspection will be made by the Building Official within ten (10) days of written request from the party posting said bond or the expiration date of permit issued for the hereinabove described removal or demolition, whichever is earlier.**
- E. Any permit issued shall become invalid unless the work authorized by it shall have been commenced and completed within sixty (60) days after its issuance; provided, that, for cause, one extension of time, for a period not exceeding thirty (30) days, may be allowed in writing by the Building Official.

SECTION 6. Merchants' Duty to Keep Sidewalks and Parking Areas Free of Litter. No person owning or occupying a place of business shall sweep or cause to be deposited into any gutter, street, parking area or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk, parking area or driveway. Persons owning or occupying places of business within the city shall keep the sidewalks and parking areas in front of their business premises free of litter.

SECTION 7. Litter Thrown by Persons in Vehicles. No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the city, or upon private property.

SECTION 8. Truck Loads Causing Litter. No person shall drive or move any truck or other vehicle within the city unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place, nor shall any person drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind.

SECTION 9. Litter in Parks. No person shall throw or deposit litter in any park within the city except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

SECTION 10. Litter in Lakes and Fountains. No person shall throw or deposit litter in any fountain, pond, lake, stream, bay or other body of water in a park or elsewhere within the city.

SECTION 11. Commercial or Noncommercial Handbills—Throwing or Distributing. No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street, parking area or other public place within the city, or hand out, distribute or sell any commercial handbill in any public place. However, it shall not be unlawful on any sidewalk, street, parking area or other public place within the city for any person to hand out or distribute, without charge to the receiver thereof, a noncommercial handbill to any person willing to accept it.

SECTION 12. Same—Placing on Vehicles. No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle. However, it shall not be unlawful in any public place for a person to hand out or distribute, without charge to the receiver thereof, a noncommercial handbill to any occupant of a vehicle who is willing to accept it.

SECTION 13. Same—Depositing on Uninhabited or Vacant Premises. No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.

SECTION 14. Same—Prohibiting Distribution Where Properly Posted. No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private premises, if requested by anyone thereon not to do so, or if there is placed on said premises in a conspicuous position near the entrance thereof, a sign bearing the words: "No trespassing," "No Peddlers or Agents," "No Advertisement" or any similar notice, indicating in any matter that the occupants of said premises do not desire to be molested or have their right of privacy disturbed, or to have any such handbills left upon such premises.

SECTION 15. Same—Distributing at Inhabited Private Premises.

- A. Manner of distribution.** No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon private premises that are inhabited, except by handing or transmitting any such handbills directly to the owner, occupant, or other person then present in or upon such private premises. However, in case of inhabited private premises that are not posted as provided in this article, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets, or other public places, and except that mailboxes may not be so used when so prohibited by Federal postal law or regulations.
- B. Exemption for mail and newspapers.** The provisions of this section shall not apply to the distribution of mail by the United States, nor to newspapers (as defined herein) except that newspapers shall be placed on private property in such manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

SECTION 16. Dropping Litter from Aircraft. No person in an aircraft shall throw out, drop or deposit within the city any litter, handbill or any other object.

SECTION 17. Posting Notices Prohibited. No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public, to any lamppost, public utility pole or shade tree, or upon any public structure or building, except as may be authorized or required by law.

SECTION 18. Litter on Occupied Private Property. No person shall throw or deposit litter on any occupied private property within the city, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

SECTION 19. Owner to Maintain Premises Free of Litter. The owner or person in control of occupied or vacant private property shall at all times maintain the premises free of litter. However, this section shall not prohibit the storage of litter in authorized private receptacles for collection.

SECTION 20. Litter on Vacant Lots. No person shall throw or deposit litter on any open or vacant private property, whether owned by such person or not, within the city.

SECTION 21. Clearing of Litter from Open Private Property by City.

- A.** The Code Enforcement Manager or the Code Enforcement Manager's designee(s) is hereby authorized and empowered to notify any owner, or agent of such owner, of any open or vacant private property within the City to dispose properly of litter located on such owner's property and dangerous to public health, safety or welfare. Such notice shall be by Certified Mail, addressed to said owner at his last known address.
- B.** The method of compliance and penalty shall be in accordance with Section 21-19-11, and any other provisions of the Mississippi Code of 1972, Annotated as amended, which may apply. The Code Enforcement Manager or the Code Enforcement Manager's designee(s) shall be responsible for the enforcement of this section.

SECTION 22. Enforcement Responsibility. The enforcement of this article shall be the shared responsibility of the Building Official or the Building Official's representatives for violations on private property, and the Hattiesburg Police Chief or the Police Chief's representatives for violations on public property.

SECTION 23. Penalty for Violation of Article. It shall be unlawful for any person to violate any provision of this article. Such violation shall be a misdemeanor and shall be punishable by a fine of one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment; the municipal judge may use discretion in suspending a portion of the fine. If a violation is continuing, each day's violation shall be deemed a separate offense.

SECTION 24. General.

- A.** The City of Hattiesburg, Mississippi has received a certified copy of a resolution adopted by the Pine Belt Regional Solid Waste Management Authority (The Authority) dated September 11, 2002, directing each member of the Authority to adopt a resolution or ordinance to require the mandatory flow of municipal solid waste to the Authority Solid Waste Landfill in Perry County, Mississippi.
- B.** The City of Hattiesburg, Mississippi is a member of The Authority and is required to adopt such an ordinance pursuant to the terms and provisions of Sec. 17-17-319 (Supp.2002) of the Mississippi Code of 1972.

SECTION 25. Definitions.

- A.** Municipal Solid Waste shall mean any non-hazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments, except oil field exploration and production waste and sewage sludge.
- B.** Person shall mean a person as defined in Sec. 17-17-3 of the Mississippi Code of 1972.

SECTION 26. Municipal Solid Waste Generated and Effective Date. All municipal solid waste generated within the geographic boundaries of the City of Hattiesburg, Mississippi, that is placed in the waste stream shall be transported to, stored and managed at the Pine Belt Regional Solid Waste Management Authority's landfill in Perry County, Mississippi, or at a transfer station owned by the Pine Belt Regional Solid Waste Management Authority.

Effective date shall be in force on January 1, 2003.

SECTION 27. Penalties. It shall be unlawful for any person to violate any provision of this article. Such violation shall be a misdemeanor and shall be punishable by a fine of one thousand dollars (\$1,000.00), or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment; the municipal judge may use discretion in suspending a portion of the fine. If a violation is continuing, each day's violation shall be deemed a separate offense.

SECTION 28. Any and all Ordinances in conflict therewith be and the same are hereby repealed.

SECTION 29. This Ordinance shall take effect and be in force within the time and manner provided by law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 3rd day of May, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 3rd day of May , A.D., 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NO. 3199

AN ORDINANCE AMENDING ORDINANCE NUMBER 2359, ADOPTED 11-6-90, AND
ORDINANCE NUMBER 1600, ADOPTED 2-8-67, PROHIBITING THE THROWING OR
DEPOSITING OF LITTER IN PUBLIC PLACES IN THE CITY OF HATTIESBURG;
REGULATING THE DISTRIBUTION OF COMMERCIAL AND NON-COMMERCIAL
HANDBILLS; CONTROLLING DEPOSITING OF LITTER ON PRIVATE PREMISES;
PROVIDING A LIEN FOR CITY CLEARANCE; AND PRESCRIBING PENALTIES
FOR THE VIOLATION OF ITS PROVISIONS

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

SECTION 1. Short Title. This ordinance shall be known and may be cited as the "Hattiesburg Anti-Litter Ordinance."

SECTION 2. Definitions. For the purposes of this article the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. **Aircraft** is any contrivance now known or hereafter invented, used or designated for navigation or for flight in the air. The word "aircraft" shall include helicopters and lighter-than-air dirigibles and balloons.
- B. **Authorized private receptacle** is a litter storage and collection receptacle as required and authorized in this ordinance.
- C. **City** is the City of Hattiesburg, Mississippi.
- D. **Commercial handbill** is any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:
 - (1) Which advertises for sale any merchandise, product commodity, or thing; or
 - (2) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
 - (3) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incidental to such meeting, theatrical performance, exhibition, or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided that nothing contained in this clause shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license where such license is or may be required by any law of this State, or under any ordinance of this city; or
 - (4) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.
- E. **Garbage** is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

- F. Litter** is "garbage", "refuse" and "rubbish" as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.
- G. Newspaper** is any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with Federal Statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.
- H. Noncommercial handbill** is any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.
- I. Park** is a park, reservation, playground, beach, recreation center or any other public area in the city, owned or used by the city and devoted to active or passive recreation.
- J. Person** is any person, firm, partnership, association, corporation, company or organization of any kind.
- K. Private premises** is any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.
- L. Public place** is any and all, paved or unpaved street, sidewalk, boulevard, alley, creek, drainage ditch, drainage space or other public ways and any and all public parks, squares, spaces, grounds and buildings.
- M. Refuse** is all putrescible and non-putrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.
- N. Rubbish** is non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.
- O. Vehicle** is every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

SECTION 3. Litter in Public Places. No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the city except in public receptacles, authorized private receptacles for collection, or in official city dumps.

SECTION 4. Placement of Litter in Receptacles so as to Prevent Scattering. Persons placing litter in public receptacles or in authorized private receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

SECTION 5. Removal of Rubbish, Other Materials from Building, Similar Operations; Sweeping Litter into Gutters, Streets, Parking Areas and Other Public Places.

- A.** Property owners, tenants, lessees and contractors for hire engaged in the construction, repair, reconstruction, removal, and demolition of structures, improvements and property or part thereof, shall, at their own expense, remove trash, trees, limbs, roofing, lumber and any and all other kinds of rubbish, garbage, litter and refuse arising from their operations; and no person shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any such activity or from any public or private sidewalk, parking area or driveway. Persons owning or occupying property shall keep the sidewalks and parking areas in front of their premises free of litter.

- B. If any part of a structure is not completely demolished, the owner of said property will be responsible for its condition. Should the City of Hattiesburg find it necessary to clear any lot or lots or a part of a structure left standing, it shall be done in accordance with Section 21-19-11, and any other provisions of the Mississippi Code of 1972, Annotated as amended, that may apply. The Code Enforcement Manager or the Code Enforcement Manager's designee(s) shall be responsible for the enforcement of this article.
- C. No person or persons shall engage in the improvement, removal or demolition of any structure, in part or whole, in the City of Hattiesburg without first obtaining a written permit therefor from the city Building Official, who shall require the posting of a cash bond of not less than one hundred dollars (\$100.00), but which amount shall be determined by the Building Official on the basis of the estimated amount of debris remaining from such improvement, removal or demolition, which said bond shall be conditioned upon the clearing and removal of any and all such debris left on the site from which said structure is removed or demolished. If the structure is completely removed, the vacant lot where the structure has been demolished or removed shall be filled with dirt and maintained to the existing grade, in accordance with section 3303.4 of the International Building Code (IBC).
- D. Said bond is for the insurance of the clearing of debris only, and not for the removal of any structure, or part thereof. If any amount or kind of debris is left on any premises the total amount of any bond will be forfeited to the city and used to have said premises cleared of any remaining debris. **Such bond will be refunded within thirty (30) days after final inspection of such premises provided all such debris from said operations has been removed by the party posting said bond. Said final inspection will be made by the Building Official within ten (10) days of written request from the party posting said bond or the expiration date of permit issued for the hereinabove described removal or demolition, whichever is earlier.**
- E. Any permit issued shall become invalid unless the work authorized by it shall have been commenced and completed within sixty (60) days after its issuance; provided, that, for cause, one extension of time, for a period not exceeding thirty (30) days, may be allowed in writing by the Building Official.

SECTION 6. Merchants' Duty to Keep Sidewalks and Parking Areas Free of Litter. No person owning or occupying a place of business shall sweep or cause to be deposited into any gutter, street, parking area or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk, parking area or driveway. Persons owning or occupying places of business within the city shall keep the sidewalks and parking areas in front of their business premises free of litter.

SECTION 7. Litter Thrown by Persons in Vehicles. No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the city, or upon private property.

SECTION 8. Truck Loads Causing Litter. No person shall drive or move any truck or other vehicle within the city unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place, nor shall any person drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind.

SECTION 9. Litter in Parks. No person shall throw or deposit litter in any park within the city except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

SECTION 10. Litter in Lakes and Fountains. No person shall throw or deposit litter in any fountain, pond, lake, stream, bay or other body of water in a park or elsewhere within the city.

SECTION 11. Commercial or Noncommercial Handbills—Throwing or Distributing. No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street, parking area or other public place within the city, or hand out, distribute or sell any commercial handbill in any public place. However, it shall not be unlawful on any sidewalk, street, parking area or other public place within the city for any person to hand out or distribute, without charge to the receiver thereof, a noncommercial handbill to any person willing to accept it.

SECTION 12. Same—Placing on Vehicles. No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle. However, it shall not be unlawful in any public place for a person to hand out or distribute, without charge to the receiver thereof, a noncommercial handbill to any occupant of a vehicle who is willing to accept it.

SECTION 13. Same—Depositing on Uninhabited or Vacant Premises. No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.

SECTION 14. Same—Prohibiting Distribution Where Properly Posted. No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private premises, if requested by anyone thereon not to do so, or if there is placed on said premises in a conspicuous position near the entrance thereof, a sign bearing the words: "No trespassing," "No Peddlers or Agents," "No Advertisement" or any similar notice, indicating in any matter that the occupants of said premises do not desire to be molested or have their right of privacy disturbed, or to have any such handbills left upon such premises.

SECTION 15. Same—Distributing at Inhabited Private Premises.

A. Manner of distribution. No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon private premises that are inhabited, except by handing or transmitting any such handbills directly to the owner, occupant, or other person then present in or upon such private premises. However, in case of inhabited private premises that are not posted as provided in this article, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets, or other public places, and except that mailboxes may not be so used when so prohibited by Federal postal law or regulations.

B. Exemption for mail and newspapers. The provisions of this section shall not apply to the distribution of mail by the United States, nor to newspapers (as defined herein) except that newspapers shall be placed on private property in such manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

SECTION 16. Dropping Litter from Aircraft. No person in an aircraft shall throw out, drop or deposit within the city any litter, handbill or any other object.

SECTION 17. Posting Notices Prohibited. No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public, to any lamppost, public utility pole or shade tree, or upon any public structure or building, except as may be authorized or required by law.

SECTION 18. Litter on Occupied Private Property. No person shall throw or deposit litter on any occupied private property within the city, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

SECTION 19. Owner to Maintain Premises Free of Litter. The owner or person in control of occupied or vacant private property shall at all times maintain the premises free of litter. However, this section shall not prohibit the storage of litter in authorized private receptacles for collection.

SECTION 20. Litter on Vacant Lots. No person shall throw or deposit litter on any open or vacant private property, whether owned by such person or not, within the city.

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- A. The Code Enforcement Manager or the Code Enforcement Manager's designee(s) is hereby authorized and empowered to notify any owner, or agent of such owner, of any open or vacant private property within the City to dispose properly of litter located on such owner's property and dangerous to public health, safety or welfare. Such notice shall be by Certified Mail, addressed to said owner at his last known address.
- B. The method of compliance and penalty shall be in accordance with Section 21-19-11, and any other provisions of the Mississippi Code of 1972, Annotated as amended, which may apply. The Code Enforcement Manager or the Code Enforcement Manager's designee(s) shall be responsible for the enforcement of this section.

SECTION 22. Enforcement Responsibility. The enforcement of this article shall be the shared responsibility of the Building Official or the Building Official's representatives for violations on private property, and the Hattiesburg Police Chief or the Police Chief's representatives for violations on public property.

SECTION 23. Penalty for Violation of Article. It shall be unlawful for any person to violate any provision of this article. Such violation shall be a misdemeanor and shall be punishable by a fine of one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment; the municipal judge may use discretion in suspending a portion of the fine. If a violation is continuing, each day's violation shall be deemed a separate offense.

SECTION 24. General.

- A. The City of Hattiesburg, Mississippi has received a certified copy of a resolution adopted by the Pine Belt Regional Solid Waste Management Authority (The Authority) dated September 11, 2002, directing each member of the Authority to adopt a resolution or ordinance to require the mandatory flow of municipal solid waste to the Authority Solid Waste Landfill in Perry County, Mississippi.
- B. The City of Hattiesburg, Mississippi is a member of The Authority and is required to adopt such an ordinance pursuant to the terms and provisions of Sec. 17-17-319 (Supp.2002) of the Mississippi Code of 1972.

SECTION 25. Definitions.

- A. Municipal Solid Waste shall mean any non-hazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments, except oil field exploration and production waste and sewage sludge.
- B. Person shall mean a person as defined in Sec. 17-17-3 of the Mississippi Code of 1972.

SECTION 26. Municipal Solid Waste Generated and Effective Date. All municipal solid waste generated within the geographic boundaries of the City of Hattiesburg, Mississippi, that is placed in the waste stream shall be transported to, stored and managed at the Pine Belt Regional Solid Waste Management Authority's landfill in Perry County, Mississippi, or at a transfer station owned by the Pine Belt Regional Solid Waste Management Authority.

Effective date shall be in force on January 1, 2003.

SECTION 27. Penalties. It shall be unlawful for any person to violate any provision of this article. Such violation shall be a misdemeanor and shall be punishable by a fine of one thousand dollars (\$1,000.00), or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment; the municipal judge may use discretion in suspending a portion of the fine. If a violation is continuing, each day's violation shall be deemed a separate offense.

SECTION 28. Any and all Ordinances in conflict therewith be and the same are hereby repealed.

SECTION 29. This Ordinance shall take effect and be in force within the time and manner provided by law.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

ABSTAIN: Delgado

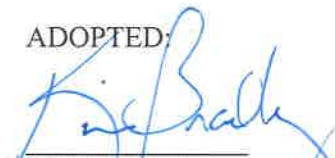
The President thereby declared the motion carried and the Ordinance adopted, this the 3rd day of May, A.D., 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

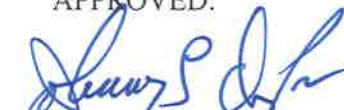

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 3rd day of May, A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-2661

File ID: 2016-2661

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/29/2016

Brief Title: Intent resolution for Safety Complex

Final Action: 05/03/2016

Minute Book Number: MB2016-122-123

Title:

Adopt a resolution affirming the intent of the Mayor and City Council of the City of Hattiesburg, Mississippi to acquire,construct, renovate,finance and equip a public safety complex including Police Department, Fire Department and Municipal Court buildings and for Parks and Recreation Administrative and storage building and related facilities(the project) under authority of sections 31-8-1 ET SEQ., Mississippi Code of 1972, as amended from time to time(the act), under one or more leases between the City of Hattiesburg and the Southern Mississippi Investment Company, INC., a non-profit corporation organized under the laws of the State of Mississippi(the corporation) created for the purpose of acquiring, constructing,renovating, financing, equipping and leasing facilities to certain Governmental units under the act.

Notes:

Sponsors:

Enactment Date:

Attachments: Intent resolution-Safety Complex, executed Intent resolution-Safety Complex RES#2016-63

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	05/03/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a resolution affirming the intent of the Mayor and City Council of the City of Hattiesburg, Mississippi to acquire,construct, renovate,finance and equip a public safety complex including Police Department, Fire Department and Municipal Court buildings and for Parks and Recreation Administrative and storage building and related facilities(the project) under authority of sections 31-8-1 ET SEQ., Mississippi Code of 1972, as amended from time to time(the act), under one or more leases between the City of Hattiesburg and the Southern Mississippi Investment Company, INC., a non-profit corporation organized under the laws of the State of Mississippi(the corporation) created for the purpose of acquiring, constructing,renovating, financing, equipping and leasing facilities to certain Governmental units under the act, placing a cap of \$32 million on funding, with that \$32 million not including an additional sum of approximately \$3 million needed for capitalized interest.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
Nay:	1	Council Member Delgado

TEL-No Vote: 0

Text of Legislative File 2016-2661

Title

Adopt a resolution affirming the intent of the Mayor and City Council of the City of Hattiesburg, Mississippi to acquire,construct, renovate,finance and equip a public safety complex including Police Department, Fire Department and Municipal Court buildings and for Parks and Recreation Administrative and storage building and related facilities(the project) under authority of sections 31-8-1 ET SEQ., Mississippi Code of 1972, as amended from time to time(the act), under one or more leases between the City of Hattiesburg and the Southern Mississippi Investment Company, INC., a non-profit corporation organized under the laws of the State of Mississippi(the corporation) created for the purpose of acquiring, constructing,renovating, financing, equipping and leasing facilities to certain Governmental units under the act.

Summary

Intent resolution- Safety Complex

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION AFFIRMING THE INTENT OF THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ACQUIRE, CONSTRUCT, RENOVATE, FINANCE AND EQUIP A PUBLIC SAFETY COMPLEX INCLUDING POLICE DEPARTMENT, FIRE DEPARTMENT AND MUNICIPAL COURT BUILDINGS AND FOR A PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING AND RELATED FACILITIES (THE "PROJECT") UNDER AUTHORITY OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "ACT"), UNDER ONE OR MORE LEASES BETWEEN THE CITY AND THE SOUTHERN MISSISSIPPI INVESTMENT COMPANY, INC., A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSISSIPPI (THE "CORPORATION"), CREATED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, FINANCING, EQUIPPING AND LEASING FACILITIES TO CERTAIN GOVERNMENTAL UNITS UNDER THE ACT.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City, hereby finds and determines as follows:

1. Whereas on March 17, 2015 the Mayor and City Council adopted a resolution entitled **"RESOLUTION STATING THE INTENT OF THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ACQUIRE, CONSTRUCT, RENOVATE, FINANCE AND EQUIP A PUBLIC SAFETY COMPLEX INCLUDING POLICE DEPARTMENT, FIRE DEPARTMENT AND MUNICIPAL COURT BUILDINGS AND FOR A PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING AND RELATED FACILITIES (THE "PROJECT") UNDER AUTHORITY OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "ACT"), UNDER ONE OR MORE LEASES BETWEEN THE CITY AND THE SOUTHERN MISSISSIPPI INVESTMENT COMPANY, INC., A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSISSIPPI (THE "CORPORATION"), CREATED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, FINANCING, EQUIPPING AND LEASING FACILITIES TO CERTAIN GOVERNMENTAL UNITS UNDER THE ACT; AND RESOLUTION APPROVING A SPECIAL COUNSEL AND A FINANCIAL ADVISOR TO THE CORPORATION IN CONNECTION WITH THE LEASE OR LEASES AND THE ISSUANCE OF ONE OR MORE CERTIFICATES OF PARTICIPATION (HATTIESBURG, MISSISSIPPI PUBLIC SAFETY AND PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING LEASE PURCHASE PROJECT OR PROJECTS), OR NEGOTIATING ONE OR MORE LOAN AGREEMENTS SECURED EACH BY A NOTE WITH A TO BE DETERMINED LENDER TO FUND THE COST OF THE PROJECT."** and whereas subsequent to adoption of said resolution it was determined that the costs associated with the acquisition and lease purchase of the Project, as defined in said resolution, have increased to Forty One Million Dollars (\$41,000,000), due to costs associated with soil conditions, costs of the temporary police facility and the temporary municipal court facility and capitalized interest.

2. The City affirms its resolution adopted March 17, 2015 and reaffirms its desire to enter into the lease or leases with the Southern Mississippi Investment Company, Inc. with the costs of the Project, as defined in the resolution adopted by the City on March 17, 2015, to be an amount not exceeding Forty One Million Dollars (\$41,000,000).

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

SECTION 1. That the Governing Body of the City does hereby reaffirm the resolution of the City adopted on March 17, 2015, entitled "RESOLUTION STATING THE INTENT OF THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ACQUIRE, CONSTRUCT, RENOVATE, FINANCE AND EQUIP A PUBLIC SAFETY COMPLEX INCLUDING POLICE DEPARTMENT, FIRE DEPARTMENT AND MUNICIPAL COURT BUILDINGS AND FOR A PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING AND RELATED FACILITIES (THE "PROJECT") UNDER AUTHORITY OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "ACT"), UNDER ONE OR MORE LEASES BETWEEN THE CITY AND THE SOUTHERN MISSISSIPPI INVESTMENT COMPANY, INC., A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSISSIPPI (THE "CORPORATION"), CREATED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, FINANCING, EQUIPPING AND LEASING FACILITIES TO CERTAIN GOVERNMENTAL UNITS UNDER THE ACT; AND RESOLUTION APPROVING A SPECIAL COUNSEL AND A FINANCIAL ADVISOR TO THE CORPORATION IN CONNECTION WITH THE LEASE OR LEASES AND THE ISSUANCE OF ONE OR MORE CERTIFICATES OF PARTICIPATION (HATTIESBURG, MISSISSIPPI PUBLIC SAFETY AND PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING LEASE PURCHASE PROJECT OR PROJECTS), OR NEGOTIATING ONE OR MORE LOAN AGREEMENTS SECURED EACH BY A NOTE WITH A TO BE DETERMINED LENDER TO FUND THE COST OF THE PROJECT."

SECTION 2. The City hereby approves the costs associated with the lease purchase Project, as defined in the Resolution adopted by the City on March 17, 2015, to be an amount not to exceed Forty One Million Dollars (\$41,000,000).

SECTION 3. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 4. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution, Council Member _____ moved and Council Member _____ seconded the motion to adopt said resolution. After discussion, the matter was put to a roll call vote. The result was as follows:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the members of the Governing Body, the President of the City Council declared the motion carried and the resolution adopted, on this the 3rd day of May, 2016.

[SEAL]

ATTEST:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 3rd day of May, 2016.

ATTEST:

CITY CLERK

MAYOR

RESOLUTION AFFIRMING THE INTENT OF THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ACQUIRE, CONSTRUCT, RENOVATE, FINANCE AND EQUIP A PUBLIC SAFETY COMPLEX INCLUDING POLICE DEPARTMENT, FIRE DEPARTMENT AND MUNICIPAL COURT BUILDINGS AND FOR A PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING AND RELATED FACILITIES (THE "PROJECT") UNDER AUTHORITY OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "ACT"), UNDER ONE OR MORE LEASES BETWEEN THE CITY AND THE SOUTHERN MISSISSIPPI INVESTMENT COMPANY, INC., A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSISSIPPI (THE "CORPORATION"), CREATED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, FINANCING, EQUIPPING AND LEASING FACILITIES TO CERTAIN GOVERNMENTAL UNITS UNDER THE ACT.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City, hereby finds and determines as follows:

1. Whereas on March 17, 2015 the Mayor and City Council adopted a resolution entitled **"RESOLUTION STATING THE INTENT OF THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ACQUIRE, CONSTRUCT, RENOVATE, FINANCE AND EQUIP A PUBLIC SAFETY COMPLEX INCLUDING POLICE DEPARTMENT, FIRE DEPARTMENT AND MUNICIPAL COURT BUILDINGS AND FOR A PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING AND RELATED FACILITIES (THE "PROJECT") UNDER AUTHORITY OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "ACT"), UNDER ONE OR MORE LEASES BETWEEN THE CITY AND THE SOUTHERN MISSISSIPPI INVESTMENT COMPANY, INC., A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSISSIPPI (THE "CORPORATION"), CREATED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, FINANCING, EQUIPPING AND LEASING FACILITIES TO CERTAIN GOVERNMENTAL UNITS UNDER THE ACT; AND RESOLUTION APPROVING A SPECIAL COUNSEL AND A FINANCIAL ADVISOR TO THE CORPORATION IN CONNECTION WITH THE LEASE OR LEASES AND THE ISSUANCE OF ONE OR MORE CERTIFICATES OF PARTICIPATION (HATTIESBURG, MISSISSIPPI PUBLIC SAFETY AND PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING LEASE PURCHASE PROJECT OR PROJECTS), OR NEGOTIATING ONE OR MORE LOAN AGREEMENTS SECURED EACH BY A NOTE WITH A TO BE DETERMINED LENDER TO FUND THE COST OF THE PROJECT."** and whereas subsequent to adoption of said resolution it was determined that the costs associated with the acquisition and lease purchase of the Project, as defined in said resolution, have increased to Thirty-Two Million Dollars (\$32,000,000), due to costs associated with soil conditions, costs of the temporary police facility and the temporary municipal court facility and capitalized interest.

2. The City affirms its resolution adopted March 17, 2015 and reaffirms its desire to enter into the lease or leases with the Southern Mississippi Investment Company, Inc. with the costs of the Project, as defined in the resolution adopted by the City on March 17, 2015, to be an amount not exceeding Thirty-Two Million Dollars (\$32,000,000).

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

SECTION 1. That the Governing Body of the City does hereby reaffirm the resolution of the City adopted on March 17, 2015, entitled "**RESOLUTION STATING THE INTENT OF THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ACQUIRE, CONSTRUCT, RENOVATE, FINANCE AND EQUIP A PUBLIC SAFETY COMPLEX INCLUDING POLICE DEPARTMENT, FIRE DEPARTMENT AND MUNICIPAL COURT BUILDINGS AND FOR A PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING AND RELATED FACILITIES (THE "PROJECT") UNDER AUTHORITY OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "ACT"), UNDER ONE OR MORE LEASES BETWEEN THE CITY AND THE SOUTHERN MISSISSIPPI INVESTMENT COMPANY, INC., A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSISSIPPI (THE "CORPORATION"), CREATED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, FINANCING, EQUIPPING AND LEASING FACILITIES TO CERTAIN GOVERNMENTAL UNITS UNDER THE ACT; AND RESOLUTION APPROVING A SPECIAL COUNSEL AND A FINANCIAL ADVISOR TO THE CORPORATION IN CONNECTION WITH THE LEASE OR LEASES AND THE ISSUANCE OF ONE OR MORE CERTIFICATES OF PARTICIPATION (HATTIESBURG, MISSISSIPPI PUBLIC SAFETY AND PARKS AND RECREATION ADMINISTRATIVE AND STORAGE BUILDING LEASE PURCHASE PROJECT OR PROJECTS), OR NEGOTIATING ONE OR MORE LOAN AGREEMENTS SECURED EACH BY A NOTE WITH A TO BE DETERMINED LENDER TO FUND THE COST OF THE PROJECT."**

SECTION 2. The City hereby approves the costs associated with the lease purchase Project, as defined in the Resolution adopted by the City on March 17, 2015, to be an amount not to exceed Thirty-Two Million Dollars (\$32,000,000).

SECTION 3. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 4. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution, Council Member Carroll moved and Council Member Naylor seconded the motion to adopt said resolution. After discussion, the matter was put to a roll call vote. The result was as follows:

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: Delgado

ABSENT:

The motion having received the affirmative vote of a majority of the members of the Governing Body, the President of the City Council declared the motion carried and the resolution adopted, on this the 3rd day of May, 2016.

[SEAL]

ATTEST:



CLERK OF COUNCIL



PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 3rd day of May, 2016.

ATTEST:



CITY CLERK



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-434

File ID: 2016-434

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/18/2016

Brief Title: Energy Performance Disbursement No. 3

Final Action: 05/03/2016

Minute Book Number: MB2016-123

Title:

Adopt a Resolution authorizing Disbursement No. 3 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Energy Performance Disbursement 3, executed
Energy Performance Disbursement 3 RES#2016-64

Enactment Number:

Contact:

Meeting Date: 05/03/2016

Drafter: Janet Beech

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/03/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution authorizing Disbursement No. 3 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp 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 2016-434

Title

Adopt a Resolution authorizing Disbursement No. 3 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Summary

Energy Performance Disbursement No. 3

Budget Information

089603

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 Disbursement No. 3 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. 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 DISBURSEMENT NO. 3 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 3 from the Escrow Account under the Lease in the total aggregate amount of \$ 873,603.00 for the purpose of paying vendors in connection with the lease 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 Disbursement No. 3 from the Escrow Account under the Lease in the total aggregate amount of **Eight Hundred Seventy-three thousand Six Hundred Three and no/100 Dollars (\$ 873,603.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 3 in the total aggregate amount **Eight Hundred Seventy-three thousand Six Hundred Three and no/100 Dollars (\$ 873,603.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 3rd day of May, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of May, 2016.

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Controls, Inc. P.O. Box 730068 Dallas, TX 75373	Pay App 3	\$ 873,603.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: May 3, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor Johnny L. DuPre

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name: _____

Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 3
PERIOD TO: 4/30/2016
PROJECT NO: 5PYQ-0016

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:
JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 7,249,714.
2. Net change by Change Orders 0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,249,714
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,985,850

5. RETAINAGE:
a. 0 % of Completed Work (Column D + E on G703) \$ 0
b. 0 % of Stored Material (Column F on G703) \$ 0
Total Retainage (Lines 5a + 5b or Total in Column I of G703) 0

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,985,850
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,112,247

8. CURRENT PAYMENT DUE \$ 873,603
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 4,263,864

CONTRACTOR: Johnson Controls, Inc.

By: Darland P. Mann 99 Date: 4/13/16

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 873,603

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Owner: _____ Date: _____
By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5592

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

LR

CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainages for line items may apply.

AIA DOCUMENT G703

JCT PROJECT NO: 3PTQ0016

APPLICATION NO:

13-Apr-16

30-Apr-16

APPLICATION DATE:

PERIOD TO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD						
General Fund										
1	Lighting Upgrade	\$ 1,186,211	\$410,101	\$77,432	\$0	\$0	\$487,533	41%	\$698,678	\$0
2	Energy Management Control System	\$ 470,334	\$223,937	\$10,000	\$0	\$0	\$233,937	50%	\$236,397	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$105,748	\$43,402	\$0	\$0	\$149,150	41%	\$213,746	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$172,801	\$70,924	\$0	\$0	\$243,725	41%	\$349,279	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$29,806	\$12,233	\$0	\$0	\$42,039	41%	\$60,246	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$9,879	\$4,054	\$0	\$0	\$13,933	41%	\$19,968	\$0
Enterprise Fund										
7	Lighting Upgrade	\$ 394,328	\$114,907	\$47,162	\$0	\$0	\$162,069	41%	\$232,259	\$0
8	Energy Management Control System	\$ 33,262	\$9,693	\$3,978	\$0	\$0	\$13,671	41%	\$19,591	\$0
9	Boiler Replacement	\$ 144,945	\$42,237	\$7,390	\$0	\$0	\$49,627	34%	\$95,318	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$361,555	\$148,394	\$0	\$0	\$509,949	41%	\$730,802	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$410,866	\$168,634	\$0	\$0	\$579,500	41%	\$830,475	\$0
12	Water Conservation Option	\$ 1,277,822	\$220,717	\$280,000	\$0	\$0	\$500,717	39%	\$777,105	\$0
GRAND TOTALS:		\$7,249,714	\$2,112,247	\$873,603	\$0	\$0	\$2,985,850	41%	\$4,263,864	\$0

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 Disbursement No. 3 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 3 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 3 from the Escrow Account under the Lease in the total aggregate amount of \$ 873,603.00 for the purpose of paying vendors in connection with the lease 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 Disbursement No. 3 from the Escrow Account under the Lease in the total aggregate amount of **Eight Hundred Seventy-three thousand Six Hundred Three and no/100 Dollars (\$ 873,603.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 3 in the total aggregate amount **Eight Hundred Seventy-three thousand Six Hundred Three and no/100 Dollars (\$ 873,603.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS:

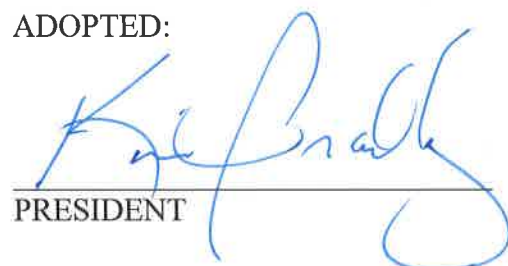
The President thereby declared the motion carried and the resolution adopted, this the 3rd day of May, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of May, 2016.


CITY CLERK


MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Controls, Inc. P.O. Box 730068 Dallas, TX 75373	Pay App 3	\$ 873,603.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

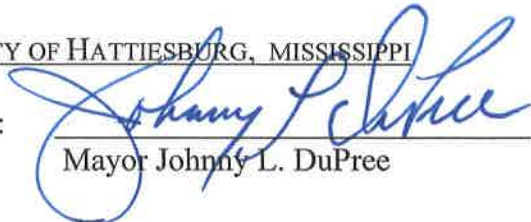
(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: May 3, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By:


Mayor Johnny L. DuPre

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 3
PERIOD TO: 4/30/2016
PROJECT NO: 5PYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR

FROM CONTRACTOR:

JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703)

b. 0 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 7,249,714
\$ 0
\$ 7,249,714
\$ 2,985,850

\$ 0
\$ 0

\$ 0
\$ 2,985,850

\$ 2,112,247
\$ 873,603
\$ 0
\$ 4,263,864

CONTRACTOR: Johnson Controls, Inc.

By: *Deborah P. Moore*

Date: 4/13/16

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 873,603

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and entire Continuation Sheet then are changed to conform with the amount certified.)

By: *Deborah P. Moore* Date: *4/13/16*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

LR

CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated in the nearest dollar.
Use Column 1 on Contracts where variable ratings; for line items may apply.

AIA DOCUMENT G703

PROJECT NO. SPYQ-0818

APPLICATION NO. 3
APPLICATION DATE: 13-Apr-16
PERIOD TO: 30-Apr-16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AMOUNT TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD	E						
	General Fund										
1	Lighting Upgrade	\$ 1,186,211	\$410,101		\$77,432	\$0	\$487,533	41%	\$698,678	\$0	\$0
2	Energy Management Control System	\$ 470,334	\$223,937		\$10,000	\$0	\$233,937	50%	\$236,397	\$0	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$105,748		\$43,402	\$0	\$149,150	41%	\$213,746	\$0	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$172,801		\$70,924	\$0	\$243,725	41%	\$349,279	\$0	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$29,806		\$12,233	\$0	\$42,039	41%	\$60,246	\$0	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$9,879		\$4,054	\$0	\$13,933	41%	\$19,968	\$0	\$0
	Enterprise Fund										
7	Lighting Upgrade	\$ 394,328	\$114,907		\$47,162	\$0	\$162,069	41%	\$232,259	\$0	\$0
8	Energy Management Control System	\$ 33,262	\$9,693		\$3,978	\$0	\$13,671	41%	\$19,591	\$0	\$0
9	Boiler Replacement	\$ 144,945	\$42,237		\$7,390	\$0	\$49,627	34%	\$95,318	\$0	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$361,555		\$148,394	\$0	\$509,949	41%	\$730,802	\$0	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$410,866		\$168,634	\$0	\$579,500	41%	\$830,475	\$0	\$0
12	Water Conservation Option	\$ 1,277,822	\$220,717		\$280,000	\$0	\$500,717	39%	\$777,105	\$0	\$0
GRAND TOTALS:		\$7,249,714	\$2,112,247	\$873,603	\$0	\$3,985,850	41%	\$4,263,864	\$0	\$0	\$0



City of Hattiesburg, MS

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

Master

File Number: 2016-2633

File ID: 2016-2633

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/25/2016

Brief Title: Authorize Mayor to execute Task Order #21 with Neel-Schaffer, Inc. for Edwards St. to Ronie St. Pathway

Final Action: 05/03/2016

Minute Book Number: MB2016-123

Title:

Authorize Mayor to execute Task Order No. 21 with Neel-Schaffer, Inc. to provide professional services for Edwards Street to Ronie Street Pathway design, topo survey, & bidding (asphalt pathway, and pedestrian crosswalks and signage along abandoned rail bed) for estimated cost of \$13,457.94; execute in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: NS Task Order #21, executed NS Task Order #21

Enactment Number:

Contact:

Meeting Date: 05/03/2016

Drafter: Janet Beech

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/03/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Task Order No. 21 with Neel-Schaffer, Inc. to provide professional services for Edwards Street to Ronie Street Pathway design, topo survey, & bidding (asphalt pathway, and pedestrian crosswalks and signage along abandoned rail bed) for estimated cost of \$13,457.94; execute in duplicate.							
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 2016-2633

Title

Authorize Mayor to execute Task Order No. 21 with Neel-Schaffer, Inc. to provide professional services for Edwards Street to Ronie Street Pathway design, topo survey, & bidding (asphalt pathway, and pedestrian crosswalks and signage along abandoned rail bed) for estimated cost of \$13,457.94; execute in duplicate.

Summary

Authorize Mayor to execute Task Order No. 21 with Neel-Schaffer, Inc. for Edwards Street to Ronie Street.

Budget Information

72201.6015

Expenditure Type

Purchasing Item

Publication Information



**TASK ORDER FORM for
GENERAL CONSULTING SERVICES**

TASK ORDER NO.: #21 DATE: April 25, 2016

REQUESTED BY: Lamar Rutland, Director of Engineering

DESCRIPTION OF SERVICE: Edwards Street to Ronie Street Pathway
Design, Topo Survey, & Bidding - Inc. Asphalt pathway and
pedestrian crosswalks and signage along abandoned rail bed

ESTIMATED DELIVERY DATE: 5/31/2016

OTHER COMMENTS: Design, Topo Survey, and Bidding Only
See Exhibit 1 for Project Extents

ESTIMATED COST

PERSONNEL	HOURS	HOURLY RATE	TOTAL
Engineer Manager (QA)	4	\$55.00	\$220.00
Project Manager	43	\$38.20	\$1,642.60
Engineer Intern	40	\$26.00	\$1,040.00
Engineer Technician	40	\$18.00	\$720.00
Administration	6	\$26.00	\$156.00

Direct Labor Cost = \$3,778.60

Total Estimated Labor Cost (2.9 Multiplier) = \$10,957.94

Mileage = \$0.00

SUBCONSULTANTS:

1 - (Topo Survey)

\$2,500.00

SUBTOTAL FOR SUBCONSULTANTS = \$2,500.00

\$2,500.00

TOTAL ESTIMATED FEE = \$13,457.94

SUBMITTED BY: 
Neel-Schaffer, Inc.

4/25/16
DATE

AUTHORIZED BY: _____
City of Hattiesburg

DATE

Note: Upon approval of this Task Order, the work will be performed as described. The City of Hattiesburg will be invoiced under the terms of the General Services Agreement, Type 2 or Type 3 Service.



EXHIBIT 1
EDWARDS ST
TO
RONIE ST
TRAIL



**TASK ORDER FORM for
GENERAL CONSULTING SERVICES**

TASK ORDER NO.: #21 DATE: April 25, 2016

REQUESTED BY: Lamar Rutland, Director of Engineering

DESCRIPTION OF SERVICE: Edwards Street to Ronie Street Pathway
Design, Topo Survey, & Bidding - Inc. Asphalt pathway and
pedestrian crosswalks and signage along abandoned rail bed

ESTIMATED DELIVERY DATE: 5/31/2016

OTHER COMMENTS: Design, Topo Survey, and Bidding Only
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PERSONNEL	HOURS	HOURLY RATE	TOTAL
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Engineer Intern	40	\$26.00	\$1,040.00
Engineer Technician	40	\$18.00	\$720.00
Administration	6	\$26.00	\$156.00
Direct Labor Cost =			\$3,778.60
Total Estimated Labor Cost (2.9 Multiplier) =			\$10,957.94
Mileage =			\$0.00

SUBCONSULTANTS:

1- (Topo Survey)

SUBTOTAL FOR SUBCONSULTANTS = \$2,500.00
\$2,500.00

TOTAL ESTIMATED FEE = \$13,457.94

SUBMITTED BY: Neel-Schaffer, Inc. 4/25/16
DATE

AUTHORIZED BY: City of Hattiesburg 5-3-16
DATE

Note: Upon approval of this Task Order, the work will be performed as described. The City of Hattiesburg will be invoiced under the terms of the General Services Agreement, Type 2 or Type 3 Service.



EXHIBIT 1
EDWARDS ST
TO
RONIE ST
TRAIL



City of Hattiesburg, MS

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

Master

File Number: 2016-2637

File ID: 2016-2637

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/26/2016

Brief Title: Michelle Williams Pool Contract 2016

Final Action: 05/03/2016

Minute Book Number: MB2016-123-124

Title:

Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

Notes:

Sponsors:

Enactment Date:

Attachments: Pool Contract-Michelle Williams 2016, executed Pool Contract-Michelle Williams 2016

Enactment Number:

Contact:

Meeting Date: 05/03/2016

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/03/2016	Authorize				Pass
	Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.						
	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 2016-2637

Title

Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

Summary

Agreement

Budget Information

002315.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 3rd day of May,
2016, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and
Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park
Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community
Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order
to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein
expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.0 TERM OF AGREEMENT

1.1 The Agreement shall commence on or about May 1, 2016, and shall end
July 31, 2016, unless terminated earlier under provisions herein.

2.0 TERMINATION AND CANCELLATION

2.1 The City may terminate this contract at any time by delivery of written notice stating
the contract will terminate within thirty (30) days from date of the receipt of said
notice.

2.2 The Contractor may terminate this contract at any time by delivery of written notice
Stating the contract will terminate within thirty (30) days from date of receipt of said
notice.

3.0 NEGOTIATIONS

3.1 The City reserves the right to negotiate all elements which comprise the Contractor's
proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.0 EQUAL OPPORTUNITY

- 6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in , be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

- 1.1 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.2 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.3 Contractor shall coordinate all lifeguard training and certification
- 1.4 Contractor shall coordinate all lifeguard manager training for head lifeguards
- 1.5 Contractor shall coordinate/provide weekly in-service training for staff
- 1.6 Contractor shall provide daily staff meetings with head lifeguards
- 1.7 Contractor shall provide lifeguard management
- 1.8 Contractor shall provide program management
- 1.8.1 Includes group swim scheduling and coordination.
- 1.8.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.8.3 Includes daily fee collection and submission to City Recreation Department.
- 1.8.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.8.5 Contractor shall coordinate with pool maintenance company to provide and schedule pool cleaning/maintenance.
- 1.9 Contractor shall provide swim lessons during group swims as available
- 1.10 Contractor shall provide water safety instructor training to City staff as available
- 1.11 Performance reports are to be provided by the Contractor to the City daily. Records to be kept :

- a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.12 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tort committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.1 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.2 Equipment owned by the contractor will be maintained at its own expense.
- 2.3 The City shall supply pool chemicals.
- 2.4 The City shall provide vacuum equipment.
- 2.5 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$7,500.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 3rd day of May,
2016, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and
Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park
Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community
Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order
to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein
expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.0 TERM OF AGREEMENT

- 1.1 The Agreement shall commence on or about May 1, 2016, and shall end
July 31, 2016, unless terminated earlier under provisions herein.

2.0 TERMINATION AND CANCELLATION

- 2.1 The City may terminate this contract at any time by delivery of written notice stating
the contract will terminate within thirty (30) days from date of the receipt of said
notice.
- 2.2 The Contractor may terminate this contract at any time by delivery of written notice
Stating the contract will terminate within thirty (30) days from date of receipt of said
notice.

3.0 NEGOTIATIONS

- 3.1 The City reserves the right to negotiate all elements which comprise the Contractor's
proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

- 4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.0 EQUAL OPPORTUNITY

- 6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in , be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

- 1.1 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.2 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.3 Contractor shall coordinate all lifeguard training and certification
- 1.4 Contractor shall coordinate all lifeguard manager training for head lifeguards
- 1.5 Contractor shall coordinate/provide weekly in-service training for staff
- 1.6 Contractor shall provide daily staff meetings with head lifeguards
- 1.7 Contractor shall provide lifeguard management
- 1.8 Contractor shall provide program management
- 1.8.1 Includes group swim scheduling and coordination.
- 1.8.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.8.3 Includes daily fee collection and submission to City Recreation Department.
- 1.8.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.8.5 Contractor shall coordinate with pool maintenance company to provide and schedule pool cleaning/maintenance.
- 1.9 Contractor shall provide swim lessons during group swims as available
- 1.10 Contractor shall provide water safety instructor training to City staff as available
- 1.11 Performance reports are to be provided by the Contractor to the City daily. Records to be kept :

- a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.12 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tart committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.1 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.2 Equipment owned by the contractor will be maintained at its own expense.
- 2.3 The City shall supply pool chemicals.
- 2.4 The City shall provide vacuum equipment.
- 2.5 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

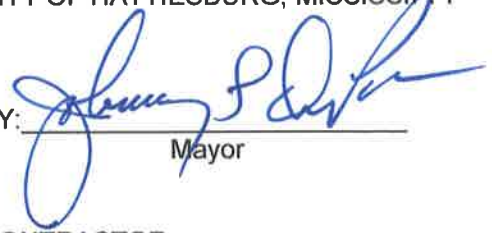
SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$7,500.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

Mayor

CONTRACTOR

BY: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2647

File ID: 2016-2647

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/26/2016

Brief Title: Amendment #2 to agreement GR05227 between the City of Hattiesburg and the University of Southern Mississippi's School of Social Work.

Final Action: 05/03/2016

Minute Book Number: MB2016-124

Title:

Authorize Mayor to execute amended agreement #2 (GR05227) between the City of Hattiesburg and the University of Southern Mississippi's School of Social Work;changing the additional amount of \$67,804.20 (in Amendment #1 adopted 12/8/2015 at MB2015-359) to \$60, 687.00.

Notes:

Sponsors:

Enactment Date:

Attachments: Amended Agreement #2, executed Amended Agreement #2

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	05/03/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute amended agreement #2 (GR05227) between the City of Hattiesburg and the University of Southern Mississippi's School of Social Work;changing the additional amount of \$67,804.20 (in Amendment #1 adopted 12/8/2015 at MB2015-359) to \$60, 687.00.							
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 2016-2647

Title

Authorize Mayor to execute amended agreement #2 (GR05227) between the City of Hattiesburg and the University of Southern Mississippi's School of Social Work;changing the additional amount of \$67,804.20 (in Amendment #1 adopted 12/8/2015 at MB2015-359) to \$60, 687.00.

Summary

Amendment #2 to agreement #GR05227 between the City of HATTIESBURG and the University of Southern Mississippi.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**AMENDMENT
TO THE AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
AND
THE CITY OF HATTIESBURG
AGREEMENT NUMBER GR05227
AMENDMENT NUMBER 002**

The purpose of this amendment is to modify the following:

1. Change Period of Performance from 7/15/2014 – 12/31/2015
New Period of Performance: **7/15/2014 – 8/15/2016**
2. Change the additional amount of **\$67,804.20** (in Amendment #1) to **\$60,687.00**

EXCEPT AS SPECIFICALLY AMENDED HEREIN, SUBJECT AGREEMENT
REMAINS IN FULL FORCE AND EFFECT.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Marcia Landen
Associate Vice President Research

Date

THE CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Date

HEALTH ACCESS HATTIESBURG #2 GR05227				
7/15/2014-8/15/2016				
		7/15/14-8/15/2016		
		ORIGINAL BUDGET	REVISED ADDITION	TOTAL
Salaries				
L. Richard, PI, 2.5 months SU AND 25% AY SP/FL 2015 at \$58,000 9-month salary		\$30,611		\$30,611
L. Richard, PI, 3 months SU at \$59,160 9-month salary			\$19,720	\$19,720
Grad. Asst., 18 months at \$800 per month		\$14,400		\$14,400
Grad. Asst., 5 months at \$800 per month			\$4,000	
(2) P-T Community Liaisons at \$12.98 per hour for 19 hours per week for 25 weeks			\$12,331	\$12,331
Total Salaries		\$45,011	\$36,051	\$81,062
Fringe Benefits				
Richard 33.10%		\$10,132		\$10,132
Richard 32.95%			\$6,498	\$6,498
GA 9.25%		\$1,332		\$1,332
GA 9.25%			\$370	
Community Liaison 9.0%			\$1,110	\$1,110
Total Fringe Benefits		\$11,464	\$7,978	\$19,442
Total Personnel		\$56,475	\$44,029	\$100,504
Travel				
4464 miles @ .56 per mile		\$2,500		\$2,500
Total Travel		\$2,500	\$0	\$2,500
Professional Fees				
Survey takers at \$10 per survey x 289 surveys			\$2,890	\$2,890
Total Professional Fees			\$2,890	\$2,890
Commodities				
Office supplies - printing surveys		\$1,000		\$1,000
Non Evaluation supplies, printing, copying, etc at \$200 per month for 7.5 months = \$1,500			\$1,500	\$1,500
Incentive gift cards for survey participants = 2 X \$100 = \$200			\$200	
Total Commodities		\$1,000	\$1,700	\$2,700
Communications				
Cell phones/Wi-Fi for non evaluation at \$179.28 per month for 10 months = \$1,793				\$0
Total Communications			\$0	\$0
Rent				
Total Rent				
Other Contractual Services				
Support for Marketing video and materials			\$6,551	\$6,551
Total Other Contractual Services			\$6,551	\$6,551
Participant Expense				
Total Participant Expense				
Total Direct Cost		\$59,975	\$55,170	\$115,145
Modified Total Direct Cost		\$59,975	\$55,170	\$115,145
F&A 10%		\$5,998	\$5,517	\$11,515
Total Project		\$65,973	\$60,687	\$126,660

**AMENDMENT
TO THE AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
AND
THE CITY OF HATTIESBURG
AGREEMENT NUMBER GR05227
AMENDMENT NUMBER 002**

The purpose of this amendment is to modify the following:

1. Change Period of Performance from 7/15/2014 – 12/31/2015
New Period of Performance: **7/15/2014 – 8/15/2016**
2. Change the additional amount of **\$67,804.20** (in Amendment #1) to **\$60,687.00**

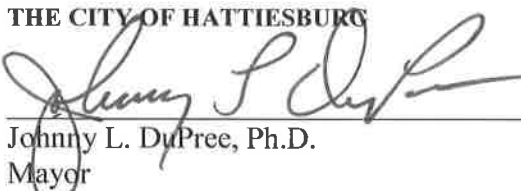
EXCEPT AS SPECIFICALLY AMENDED HEREIN, SUBJECT AGREEMENT
REMAINS IN FULL FORCE AND EFFECT.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Marcia Landen
Associate Vice President Research

Date

THE CITY OF HATTIESBURG



Johnny L. DuPree, Ph.D.
Mayor

5-3-16
Date

HEALTH ACCESS HATTIESBURG #2 GR05227				
7/15/2014-8/15/2016				
		7/15/14-8/15/2016		
		ORIGINAL	REVISED	
		BUDGET	ADDITION	TOTAL
Salaries				
L. Richard, PI, 2.5 months SU AND 25% AY SP/FL 2015 at \$58,000 9-month salary		\$30,611		\$30,611
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GA 9.25%			\$370	
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Total Travel		\$2,500	\$0	\$2,500
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Incentive gift cards for survey participants = 2 X \$100 = \$200			\$200	
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Cell phones/Wi-Fi for non evaluation at \$179.28 per month for 10 months = \$1,793				\$0
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F&A 10%		\$5,998	\$5,517	\$11,515
Total Project		\$65,973	\$60,687	\$126,660



City of Hattiesburg, MS

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

Master

File Number: 2016-2648

File ID: 2016-2648

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/27/2016

Brief Title: Lease Agreement with Daytona Harley Davidson.

Final Action: 05/03/2016

Minute Book Number: MB2016-124

Title:

Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Daytona Harley-Davidson for the for the lease (12) twelve motorcycles for the Hattiesburg Police Department for (1)one year, with the option to renew for (1) year, commencing on April 1, 2016 and ending on March 31,2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Lease agreement-Harley, executed Lease agreement-Harley

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	05/03/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Daytona Harley-Davidson for the for the lease (12) twelve motorcycles for the Hattiesburg Police Department for (1)one year, with the option to renew for (1) year, commencing on April 1, 2016 and ending on March 31,2017.							
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 2016-2648

Title

Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Daytona Harley-Davidson for the for the lease (12) twelve motorcycles for the Hattiesburg Police Department for (1)one year, with the option to renew for (1) year, commencing on April 1, 2016 and ending on March 31,2017.

Summary

Lease agreement between Daytona Harley Davidson and City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 28th day of October, 2014 by and between Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US HWY 1, Ormond Beach, FL 32174, ("Dealer" or "Lessor") and The City of Hattiesburg Police Department, (the "Department" or "Lessee"), whose address is #1 Government Plaza, Hattiesburg, Mississippi 39401 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The term of this Lease shall be twelve (12) months commencing on April 1, 2016 and ending on March 31, 2017. Lessee shall have the right to extend or renew the term of this Lease for one year provided that Lessor agrees upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days of the end of the lease.

2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of **\$345.00** for each vehicle commencing April 1, 2016. In the event Lessee is subject to budgetary constraints, an alternative payment plan for the lease (i.e. a lump-sum payment) can be arranged with Lessor.

3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for each of the leased vehicles. Any cost associated with the installation of a police package, or any additional equipment purchased by the department for the vehicles will be the responsibility of the Lessee.

4. **Delivery and Return:** The Lessor shall deliver to Lessee the vehicles ready for service to the Hattiesburg Police Department, #1 Government Plaza, Hattiesburg, Mississippi. At the end of the lease the Lessor shall pick up the vehicles at the same location.

5. **Maintenance, Repairs and Operating Expenses:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles that are not covered by warranty. Lessee agrees to service the vehicles by a certified technician according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. In addition to required maintenance the vehicles when returned to Lessor shall have only normal wear. Any damage by misuse, neglect, or damage from accidents will be the responsibility of the Lessee.

6. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. Police emergency equipment and markings are acceptable.

7. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor will evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

8. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

9. **Indemnification:** Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

10. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

11. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Vendor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Tires must have a minimum of 4/32 tread depth

DAYTONA HARLEY DAVIDSON

THE CITY OF HATTIESBURG, MS

By: 
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

By: _____
Signature

Date: 3-16-16

Title: _____

EXHIBIT "A"

October 28, 2014

Lessee's Name: The City of Hattiesburg Police Department

Model Year: 2015

Model Description: FLHP Road King, two-tone black/white with anti-lock brakes

Number of Units: 12

Vehicle Identification Number:

1. 1HD1FHM17FB644577
2. 1HD1FHM16FB643730
3. 1HD1FHM13FB643815
4. 1HD1FHM17FB644031
5. 1HD1FHM13FB644348
6. 1HD1FHM18FB644698
7. 1HD1FHM12FB643837
8. 1HD1FHM13FB643491
9. 1HD1FHM14FB644536
10. 1HD1FHM17FB643235
11. 1HD1FHM17FB644322
12. 1HD1FHM1XFB644153

MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 28th day of October, 2014 by and between Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US HWY 1, Ormond Beach, FL 32174, ("Dealer" or "Lessor") and The City of Hattiesburg Police Department, (the "Department" or "Lessee"), whose address is #1 Government Plaza, Hattiesburg, Mississippi 39401 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The term of this Lease shall be twelve (12) months commencing on April 1, 2016 and ending on March 31, 2017. Lessee shall have the right to extend or renew the term of this Lease for one year provided that Lessor agrees upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days of the end of the lease.

2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of **\$345.00** for each vehicle commencing April 1, 2016. In the event Lessee is subject to budgetary constraints, an alternative payment plan for the lease (i.e. a lump-sum payment) can be arranged with Lessor.

3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for each of the leased vehicles. Any cost associated with the installation of a police package, or any additional equipment purchased by the department for the vehicles will be the responsibility of the Lessee.

4. **Delivery and Return:** The Lessor shall deliver to Lessee the vehicles ready for service to the Hattiesburg Police Department, #1 Government Plaza, Hattiesburg, Mississippi. At the end of the lease the Lessor shall pick up the vehicles at the same location.

5. **Maintenance, Repairs and Operating Expenses:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles that are not covered by warranty. Lessee agrees to service the vehicles by a certified technician according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. In addition to required maintenance the vehicles when returned to Lessor shall have only normal wear. Any damage by misuse, neglect, or damage from accidents will be the responsibility of the Lessee.

6. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. Police emergency equipment and markings are acceptable.

7. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor will evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

8. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

9. **Indemnification:** Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

10. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

11. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Vendor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Tires must have a minimum of 4/32 tread depth

DAYTONA HARLEY DAVIDSON

THE CITY OF HATTIESBURG, MS

By: 
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

By: 
Signature

Date: 3-16-16

Title: Mayor

5-3-16

EXHIBIT "A"

October 28, 2014

Lessee's Name: The City of Hattiesburg Police Department

Model Year: 2015

Model Description: FLHP Road King, two-tone black/white with anti-lock brakes

Number of Units: 12

Vehicle Identification Number:

1. 1HD1FHM17FB644577
2. 1HD1FHM16FB643730
3. 1HD1FHM13FB643815
4. 1HD1FHM17FB644031
5. 1HD1FHM13FB644348
6. 1HD1FHM18FB644698
7. 1HD1FHM12FB643837
8. 1HD1FHM13FB643491
9. 1HD1FHM14FB644536
10. 1HD1FHM17FB643235
11. 1HD1FHM17FB644322
12. 1HD1FHM1XFB644153



City of Hattiesburg, MS

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

Master

File Number: 2016-2649

File ID: 2016-2649

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 04/27/2016

Brief Title: Extending State of Emergency.until May 17, 2016

Final Action: 05/03/2016

Minute Book Number: MB2016-124

Title:

Extend the State of Emergency for an additional thirty (30) days from April 11, 2016 until May 17, 2016, from the flooding that occurred on March 11, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments:

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:
2	City Council	05/02/2016					
1	City Council	05/03/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Extend the State of Emergency for an additional thirty (30) days from April 11, 2016 until May 11, 2016, from the flooding that occurred on March 11, 2016.							
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 2016-2649

Title

Extend the State of Emergency for an additional thirty (30) days from April 11, 2016 until May 17, 2016, from the flooding that occurred on March 11, 2016.

Summary

Extending State of Emergency.until May 17, 2016

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2016-2644

File ID: 2016-2644

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/26/2016

Brief Title: Appointment of Michael R. O'Neal to the Election Commission.

Final Action:

Minute Book Number: MB2016-124-125

Title:

Ratify and confirm the Mayor's appointment of Michael R. O'Neal(W4) (replaces Turner Jones) to the Election Commission for a term (7/1/13- 6/30/17) beginning May 3, 2016 and ending June 30,2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Data Sheet-O'Neal, Resume- O'Neal

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	05/03/2016	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Ratify and confirm the Mayor's appointment of Michael R. O'Neal(W4) (replaces Turner Jones) to the Election Commission for a term (7/1/13- 6/30/17) beginning May 3, 2016 and ending June 30,2017.							
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 2016-2644

Title

Ratify and confirm the Mayor's appointment of Michael R. O'Neal(W4) (replaces Turner Jones) to the Election Commission for a term (7/1/13- 6/30/17) beginning May 3, 2016 and ending June 30,2017.

Summary

Appointment of Michael R. O'Neal to the Election Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Election Commission

TERM OF OFFICE: 4 years PERIOD: 6/01/13 - 6/30/17

REPLACES: Turner Jones

TERM EXPIRED: _____ OR RESIGNED: X Letter attached _____

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

NAME OF PROPOSED APPOINTEE: Michael R. O'Neal

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

ADDRESS: 1101 Adeline HOME

PHONE NUMBER: _____ WARD: 4

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Johnny DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

Resume
Michael R. O'Neal, M.D.

Resume

Michael R. O'Neal, M.D.
1011 Adeline
Hattiesburg MS 39401

Hattiesburg Clinic, P.A. d/b/a Purvis Family Practice Clinic
102 Shelby Speights Drive
Purvis, Mississippi 39475

Undergraduate Education:

1970 B.S.
Mississippi State University
Starkville, MS

Postgraduate Education:

June 1974 M.D.
University of Mississippi Medical School
Jackson, MS

Postgraduate Training:

7/74-6/75 Internship/Family Medicine
University of Miami
Miami, FL
7/75-6/77 Residency/Family Medicine
University of Miami
Miami, FL

Professional Experience:

1991-Present Staff Physician
Purvis Family Practice, Purvis, MS
1982-1990 Medical Director
Outreach Health Services
Shubuta Clinic, Shubuta, MS
1980-1982 Staff Physician
Home Place Clinic/ARH
Ary, KY
1977-1980 Staff Physician
Eastern Kentucky Health Service Center
Hindera, KY

Revised 10/2/09 ap
10.17.12pv
02.13.14pv

Resume

Michael R. O'Neal, M.D.

Other Activities:

2010-Present	Preceptor William Carey University Hattiesburg, MS
1991-present	Preceptor Family Medicine Department University of Mississippi Medical Center Jackson, MS (Teaching 3rd and 4th year medical students)
2009-Present	Adjunct Clinical Professor of Family Medicine Pikeville College School of Osteopathic Medicine

Certification:

Diplomat -American Board of Family Practice
Recertified 2014-2024

Professional Memberships:

American Academy of Family Medicine

Personal Information

Date of Birth: November 8, 1948

Place of Birth: Hattiesburg, MS

Member at Main Street Methodist Church

Children:

Erin O'Neal- Hattiesburg, MS

Meghan Myrick- Hattiesburg, MS

Katie Royals- Hattiesburg, MS

Patrick O'Neal- Knoxville, TN



City of Hattiesburg, MS

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

Master

File Number: 2016-2665

File ID: 2016-2665

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/29/2016

Brief Title: Designate the Best of the Pine Belt awards gala Friday, June 3, 2016, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Final Action:

Minute Book Number: MB2016-125

Title:

Designate the Best of the Pine Belt awards gala Friday, June 3, 2016, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Notes:

Sponsors:

Enactment Date:

Attachments: Correspondence, D. Gustafson, ORD 3148 - Possession and Consumption of Beer and Light Wine

Enactment Number:

Contact:

Meeting Date: 05/03/2016

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	05/03/2016	Designate				Pass
	Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Designate the Best of the Pine Belt awards gala Friday, June 3, 2016, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.						
	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 2016-2665

Title

Designate the Best of the Pine Belt awards gala Friday, June 3, 2016, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Summary

Designate the Best of the Pine Belt awards gala Friday, June 3, 2016, at the Saenger Theater as a city-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Bernardo, Debbie

From: David Gustafson <david@hubcityspokes.com>
Sent: Tuesday, April 26, 2016 2:07 PM
To: Bernardo, Debbie
Subject: Best of the Pine Belt Award Show

Hi Debbie,

It's that time of the year again. Could you please put this request on the council agenda for the first meeting in May?

I'm emailing today to formally request the city council authorize our Festival South kickoff event – the “Best of the Pine Belt” awards gala on Friday, June 3, 2016 at the Saenger Theater as an official city-sanctioned event. It's going to be a fun evening as we spotlight some of Hattiesburg's best and brightest as an official kickoff to our two-week FestivalSouth event.

As part of our event, we would like to request closure of Forrest Street between W. Front St. and W. Pine St. from the hours of 4 p.m. to 9 p.m. with the understanding that we would keep the southbound lane of traffic open until 5 p.m. to accommodate travel/parking for City Hall.

We've been working with the folks at the Saenger to coordinate the event, which will include them setting up a bar outside in the street to service patrons during our pre-event street party that begins at 6 p.m. Once the inside event begins at 7:30 p.m., the bar will be shut down and the street cleared for thru traffic. We expect it be a very calm event without much alcohol consumption.

If possible, I'd also like to again seek permission for our DJ to set up on the steps of City Hall with his speakers pointing towards the street and the Saenger. We'd also like to request permission for him to have access to a single electrical outlet at City Hall to power his gear. Last year, we utilized power from one of the light poles out front.

Please let me know what else I might need to do to make this request on behalf of Festival South and the Hattiesburg Concert Association.

Thanks much...

David Gustafson, Editor/Publisher

Lamar Times • Hattiesburg Post • Petal News

Signature Magazine • Southern Magazine

HubCitySPOKES.com • PineBeltSPORTS.com

103 N. 40th Ave. • Hattiesburg, MS 39401

(601) 268-2331 tel • (601) 268-2965 fax

ORDINANCE NUMBER 3148
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NO. 2103
ADOPTED 2-8-83, AMENDING THE REGULATIONS FOR POSSESSION OR
CONSUMPTION OF ALCOHOLIC BEVERAGES, BEER OR LIGHT WINE IN
CERTAIN PLACES AND CREATING EXCEPTIONS FOR SPECIAL EVENTS; AND
ADDING CHAPTER 3-9

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

SECTION 1: That the purpose of this ordinance is to amend Chapter 3-7 of the Code of Ordinances, regulating the consumption of alcoholic beverages, beer or light wine in certain places; creating exceptions for special events; adding Chapter 3-9.

SECTION 2: That section 1 of Ordinance Number 2103 be and the same is hereby amended to read as follows:

“It shall be unlawful for any person, group association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or light wine, as defined by any statute of this state, in the city hall, municipal school buildings, stadiums, any public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city; and it shall be unlawful for any person to consume any alcoholic beverage, beer, or light wine on any public street, sidewalk or alley owned, maintained or operated by the city, except that it shall **not** be unlawful for any person to consume beer or light wine on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; during said City-sponsored or approved events in the downtown area, no beer or light wine may be possessed in or consumed from glass containers.”

SECTION 3: The sale and/or consumption of beer and light wine shall be allowed on public property and on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; sale of beer and light wine shall be allowed by any downtown business that possesses a current permit for the sale of beer and light wine and that has obtained any additional permits required by the Mississippi Department of Revenue for such sales. During said City-sponsored or approved events in the downtown area, no beer or light wine may be consumed, or sold for possession in or consumption from, glass containers. To receive City approval, event sponsor(s) shall submit a request in writing, addressed to the Mayor and City Council, outlining the date, time, place and purpose of the event, at least four weeks in advance of the event or in time to be placed on the City Council agenda for action by the City. The downtown area is defined in the attached city

map; location in the downtown area in no way implies or conveys automatic approval for an exception to the regulations for possession or consumption of alcoholic beverages, beer or light wine. Requests for events located outside the defined downtown area will be considered on a case-by-case basis.

SECTION 4. That except as hereby expressly changed and amended, Ordinance Number 2103, adopted February 8, 1983, shall be and does remain in full force and effect as adopted.

SECTION 5. This Ordinance shall take effect and be in force within the time and manner provided by law.

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

YEAS: Bradley
Delgado
Dryden
Naylor

NAYS: None ABSENT: Carroll

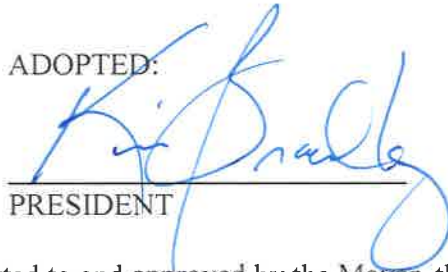
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of December A.D., 2014.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of December, A.D., 2014.

ATTEST:

APPROVED:

DEPUTY CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-2646

File ID: 2016-2646

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/26/2016

Brief Title: CALEA Accreditation Agreement Addendum.

Final Action:

Minute Book Number: MB2016-125

Title:

Acknowledge receipt and execution of the CALEA Law Enforcement Accreditation Agreement Addendum, between the Hattiesburg Police Department and the Commission on Accreditation for Law Enforcement Agencies, Inc. (nunc pro tunc).

Notes:

Sponsors:

Enactment Date:

Attachments: executed receipt of the CALEA Law Enforcement Accreditation Agreement Addendum, added 5-20-16

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	05/03/2016					

Text of Legislative File 2016-2646

Title

Acknowledge receipt and execution of the CALEA Law Enforcement Accreditation Agreement Addendum, between the Hattiesburg Police Department and the Commission on Accreditation for Law Enforcement Agencies, Inc. (nunc pro tunc).

Summary

CALEA- Agreement Addendum.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CALEA® Law Enforcement Accreditation Agreement

ADDENDUM

November 1, 2015

ADDENDUM TO AGREEMENT between the Hattiesburg Police Department (Agency) and the Commission on Accreditation for Law Enforcement Agencies, Inc. (Commission).

The purpose of this ADDENDUM is to modify specific sections of the CALEA® Law Enforcement Accreditation Agreement (AGREEMENT) and incorporate new content to the AGREEMENT. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the AGREEMENT, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the AGREEMENT.

This ADDENDUM is executed in accordance with Subsection 5.1 of said AGREEMENT that states: There shall be no modification of this Agreement except in writing, signed by both parties, and executed with the same formalities as the original accreditation document.

A new Subsection under Section 2 – Agency Responsibilities is added:

The agency agrees to:

2.3 Document standards compliance as required within the accreditation management software and provide access to authorized Commission personnel or contractors for inspection and review.

2.4 Document assessment report information as required by the program within the Commission reporting application.

Subsection 6.1 is amended as follows:

Continuation Fees for CALEA Accreditation include access to the CALEA PowerDMS Accreditation Tool software. The software log-in credential will be provided after this Agreement is executed. CALEA reserves the right to terminate this Agreement if a Continuation Fee installment is delinquent by more than sixty days.

Subsection 6.3 is amended as follows:

The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following each Accreditation Award. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

A new section 18 is added as follows:

18. POWERDMS ACCREDITATION MANAGEMENT SOLUTION

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on

April 7, 20 16.

Witness:

By Andrea Martin

By Anthony Parker
(signature)

Anthony Parker
(typed name)

Chief of Police
(title)

By _____

By Johnny L. DuPree
(signature)

Johnny L. DuPree
(typed name)

Mayor
(title)

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on _____, 20 ____.

Witness:

The Commission on Accreditation for Law
Enforcement Agencies, Inc.

By _____

By _____
Executive Director



PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT

TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("Agreement") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("Licensor"); and Hattiesburg Police Department, located at 1 Government Plaza, Hattiesburg, MS, 39401 ("Licensee") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies;
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials");
- and
- (f) CALEA Guide to Successful Accreditation Management.

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

April 2015

Hattiesburg Police Department

II. Delivery/Access of Licensed Materials to Licensee

Licensors will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensors' locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

III. Fees

- (a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

☒ **CALEA Enrolled Agencies**

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable CALEA PowerDMS Assessment Tool(s). **Subscription payments, including the fees applicable to the CALEA PowerDMS Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

☐ **Non-Enrolled Agencies**

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

☐ **Non-Public Safety Academic Institutions**

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

☐ **Individuals**

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

- (b) **BILLING** -Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

Hattiesburg Police Department

- (c) **BILLING ENTITY** CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the CALEA PowerDMS Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

IV. CALEA Commitment to Customer Service

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

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- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. **Display** - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
 2. **Digitally Copy** - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
 3. **Print Copy** - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.

Hattiesburg Police Department

4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

VII. Specific Restrictions on Use of Licensed Materials

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VIII. Licensor Performance Obligations

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- (c) PowerDMS services – Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

IX. Licensee Performance Obligations

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (c) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

Hattiesburg Police Department

XI. Term

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Hattiesburg Police Department

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Hattiesburg Police Department

XVIII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXI. Governing Law

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

**SIGNATURE PAGE
ACCEPTED AND AGREED:**

Licensee

Signature: _____

Anthony Parker

Name: Anthony Parker

Title: Chief of Police

Date: _____

04-07-2016

CALEA®

Signature: _____

Name: W. Craig Hartley, Jr.

Title: Executive Director

Date: _____

CALEA has caused this Agreement to be executed on _____.

Adm Lic 04/2015

Hattiesburg Police Department

Addendum A

CALEA PowerDMS Assessment Tools Terms and Conditions

Thank you for enrolling in our CALEA PowerDMS Assessment Tool (the “**Service**”) utilizing our PowerDMS document management software application (collectively, “**Software**”), through our access-controlled website (the “**Site**”). These Terms and Conditions (the “**Terms**”) govern your subscription for the Service (the “**Subscription**”) and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a “**User**”), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

1. Limited Right to Use Service During Subscription Period

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the “**Subscription Period**”) to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

2. Our Rights in the Site, the Service, and the Software

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

3. Restrictions

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) “frame” or “mirror” the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

Hattiesburg Police Department

You will not submit, or permit any User to submit, to the Service any data, information or material (“**Customer Data**”) that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

4. Passwords and Access

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

5. Your Data

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

6. Confidentiality

“**Confidential Information**” means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

Hattiesburg Police Department

Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

7. Disclaimers and Limitations

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

8. Indemnification

You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.

Hattiesburg Police Department

9. Modifying or Suspending Services

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

10. Choice of Law; Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Orange County, Florida.

11. Assignment; Third Parties

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

12. Entire Agreement; Waiver; Modification

These Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.

Hattiesburg Police Department



City of Hattiesburg, MS

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

Master

File Number: 2016-2592

File ID: 2016-2592

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/07/2016

Brief Title: Acknowledge Enviromental Review Report- Housing Authority.

Final Action:

Minute Book Number: MB2016-125

Title:

Acknowledge receipt of Phase I Enviromental Review Report, completed by JWT Consulting, for Hattiesburg Housing Authority.

Notes:

Sponsors:

Enactment Date:

Attachments: Enviromental Review Report

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	05/03/2016					

Text of Legislative File 2016-2592

Title

Acknowledge receipt of Phase I Enviromental Review Report, completed by JWT Consulting, for Hattiesburg Housing Authority.

Summary

Acknowledge receipt of Environmental Review Report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



P. O. Box 2642
Corinth, Mississippi 38835-2642
662.665.1564 (phone)
662.287.8900 (fax)
johnny@jwtconsultinginc.com

March 18, 2016

Judy Mellard, Executive Director
Housing Authority of the City of Hattiesburg
P. O. Box 832
Hattiesburg, MS 39403-0832

Reference: Phase I Environmental Review Report

Dear Ms. Mellard:

JWT Consulting, INC is pleased to provide the Housing Authority of the City of Hattiesburg with the results of the Phase I Environmental Review (ER) for the property as listed in the Capital Fund Program Grant 2016. Services were provided in accordance with the Proposal submitted by JWT Consulting, INC and was authorized on January 6, 2016 and meet the requirements of the National Environmental Policy Act of 1969, as amended, and the Statutes, Executive Orders and Regulations cited in 24 CFR Part 58.

If there are questions regarding this report, or need for additional information, please contact me at: (662) 665 1563 or by email at johnny@jwtconsultinginc.com.

ENVIRONMENTAL PROFESSIONAL STATEMENT

JWT Consulting, INC declares that, to the best of its professional knowledge and belief, it has developed and performed appropriate inquiries in conformance with NEPA and the Statutes, Executive Orders and Regulations as required by HUD 24 CFR Part 58 Environmental Review for Federal Property as described and detailed in the Capital Fund Program Grant 2016, form HUD 50075.1.

Sincerely,

A handwritten signature in blue ink that reads 'Johnny Taylor'.

JWT Consulting, INC
Johnny Taylor

PHASE I ENVIRONMENTAL REVIEW

SECTION PAGE

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- 1.2 NEPA Review
- 1.3 Exempt Status
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- 2.3 Limitations

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7.0 ENVIRONMENTAL QUESTIONNAIRE



1.0 EXECUTIVE SUMMARY

JWT Consulting, INC was contracted by the Housing Authority of the City of Hattiesburg to perform a Phase I Environmental Review (ER) in compliance with NEPA and 24 CFR Part 58, for the Housing Authority properties in respect to the described and detailed scope of work as listed in the housing authority Capital Fund Program Grant (CFPG) for 2016.

This Executive Summary is an integral part of the Phase I Environmental Review. JWT Consulting, INC recommends that this report be *read in its entirety*.

The subject property consists of family, multi-family and elderly residential single family, apartment buildings and other Non-Dwelling office and common buildings as listed in the housing authority Capital Fund Program Grant for 2016.

The environmental review process is a means by which a project's quality can be enhanced, the environment can be protected, and the lives of people who will benefit from the project can be improved. This report is a summary of the Environmental Review Checklists that are required for the Capital Fund Program Grant. The completed check-lists include:

- National Environmental Policy Act of 1969, as amended (NEPA);
- Compliance Documentation Statutory Checklist (24 CFR 58.5 Statutes, Executive Orders & Regulations);
- Compliance with 24 CFR 58.6; and
- Environmental questionnaire.

1.1 LEVEL OF ENVIRONMENTAL REVIEW REQUIRED

24 CFR Part 58 provides guidance for conducting the environmental review process. Every CFPG project requires some level of environmental review. There are five levels of environmental review to consider:

1. Exempt;
2. Categorically Excluded, Not Subject To 58.5 (CENST);
3. Categorically Excluded, Subject To 58.5 (CEST);
4. Environmental Assessment (EA); and
5. Environmental Impact Statement (EIS)

If an activity is not Exempt (*this project does not qualify as Exempt*), it must be determined if the activity is Categorically Excluded requires an EA or EIS. Categorically Excluded activities are those excluded from NEPA requirements, but may be subject to review under other Federal laws and authorities listed in 24 CFR 58.5. There are two classifications of Categorically Excluded activities; those listed under 58.35(a) and those listed under 58.35(b).

1.2 NEPA Review

JWT Consulting has determined this project/activity complies with the requirements for:

Categorically Excluded Subject to 58.5 (CEST) per 58.35(a)(1) - *Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets)*

Projects/activities that are categorically excluded from NEPA review requirements receive this designation because they do not individually or collectively have a significant impact on the environment. This project meets the requirement for **Categorically Excluded** under NEPA per 24 CFR 58.35(a) but is subject to 24 CFR Part 58.5 and 58.6.

For a project/activity to qualify as categorically excluded under NEPA and convert to exempt status, a determination of Status "A" is required in the Statutory Worksheet. Status "A" is made when the project/activity, by its scope and nature, does not affect the resources under consideration and does not trigger formal compliance consultation procedures with the responsible oversight agency, nor requires mitigation.

As required: Status "A" has been determined for all **Statutes; Executive Orders and Regulations** listed in 24 CFR Part 58.5 and complies with 24 CFR Part 58.6 (a – d).

1.3 Exempt Status 24 CFR Part 58

This project is **Categorically Excluded** under NEPA and **Converts to Exempt Status** per **24 CFR Part 58.34(a)(12)**:

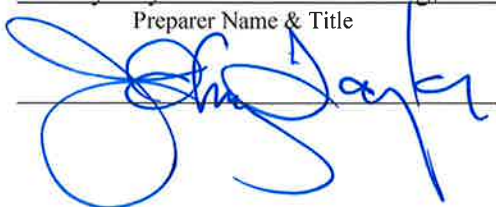
Any of the categorically excluded activities in 58.35(a) are exempt from NEPA, provided that there are no circumstances that require compliance with any other federal law and authorities cited in 58.5. Using the statutory checklist, and after consulting with applicable agencies and organizations, this project may be designated as exempt if the ERR demonstrates there are no circumstances which require compliance with any other Federal laws and authorities cited in 58.5.

1.4 CONCLUSION

JWT Consulting, INC has performed a Phase I Environmental Review in conformance with the scope and limitations of NEPA and 24 CFR Part 58 as required by HUD. ***This environmental review has revealed no evidence of recognized environmental conditions in connection with the listed properties.*** It is the opinion of JWT Consulting, INC that further assessment ***is not*** warranted at this time. Should the project/activity Scope of Work be revised, a re-evaluation is required.

Johnny Taylor – JWT Consulting, INC

Preparer Name & Title



3/8/16

2.0 INTRODUCTION

2.1 Purpose and Reasons for Performing the Phase I ER

Purpose of the ER:

1. Comply with HUD requirements according to NEPA and 24 CFR Part 58;
2. Evaluate the probability of environmental impact through a review of regulatory information and a reconnaissance of the subject site(s) and vicinity;
3. Evaluate historical land usage to identify previous conditions that could potentially impact the environmental condition of the site(s);
4. Conduct an appropriate inquiry as defined by NEPA and 24 CFR Part 58; and,
5. Provide a professional opinion regarding the potential for an environmental impact at the site(s), and list any existing Environmental Conditions.

2.2 Scope of Services

The environmental review was conducted in accordance with NEPA and 24 CFR Part 58 as required by HUD. The environmental review was conducted under the supervision or responsible charge of an individual that qualifies as defined and described in NEPA and 24 CFR Part 40.

JWT Consulting, INC was contracted by the Housing Authority to perform a Phase I ER of the Housing Authority properties in relation to the scope of work as described and detailed in the Capital Fund Program Grant 2016 budget, form HUD 50075.1.

2.3 Limitations

The ER involved a reconnaissance of the site(s) and contiguous properties and a review of regulatory and historical information in accordance with NEPA and 24 CFR Part 58. No non-scope considerations or additional issues such as asbestos, lead, radon, or mold were investigated, unless otherwise described in this report.

The conclusions and/or recommendations presented within this report are based upon a level of investigation consistent with the standard of care and skill exercised by members of the same profession practicing in the same locality under similar conditions. The intent of this assessment is to identify the potential for recognized environmental conditions in connection with the site(s); however, no environmental assessment can completely eliminate uncertainty regarding the potential for recognized environmental conditions in connection with the site(s). The findings of this ER are not intended to serve as an audit for health and safety compliance issues pertaining to improvements or activities at the site(s). JWT Consulting, INC is not liable for the discovery or elimination of hazards that may potentially cause damage, accidents or injury.

Observations, conclusions and/or recommendations pertaining to environmental conditions at the subject site(s) are necessarily limited to conditions observed, and or materials reviewed at the time this study was undertaken. It was not the purpose of this study to determine the actual presence, degree or extent of contamination, if any, at the site(s). This would require additional exploratory work, including sampling and laboratory analysis, etc. No warranty, expressed or implied, is made with regard to the conclusions and/or recommendations presented within this report.

A "recognized environmental condition" is defined as "the presence or likely presence of any hazardous substances on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

This report is provided for the exclusive use of the Housing Authority of the City of Hattiesburg. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties. The use of this report by any undesigned third party or parties will be at such party's sole risk.

3.0 SITE(s) DESCRIPTION and MAPS

3.1 Site(s) Location and Legal Description

The site(s) referred to as “*subject property(ies)*”, “*site(s)*” or “*subject site(s)*” are those listed in the PHA Capital Fund Program Grant 2016 budget, form HUD 50075.1. The location(s) are identified and demonstrated in the aerial views included in this report, as a deed search or property survey was not required or requested.

Hattiesburg, Ms. Amp 001-Briarfield Homes: 120 units, multi-story, built in 1941, 18 dwelling buildings, 3 non-dwelling building --- East 2nd Street, East 3rd Street, Briarfield Street, Ryan Street, Gordon Street

Amp 001-Hope Drive: 28 units, single story, built in 1941, 28 single family buildings, 1 non-dwelling building --- Hope Drive

Amp 002-Robertson Place: 120 units, multi-story, built in 1941, 20 dwelling buildings --- Charles Street, Rosa Avenue, John Street, Katie Avenue

Amp 002-Woodland Court: 28 units, single story, built in 1941, 28 single family buildings, 2 non-dwelling buildings --- Woodland Court, Rosa Avenue, Katie Avenue, Charles Street, John Street

3.2 Physical Setting

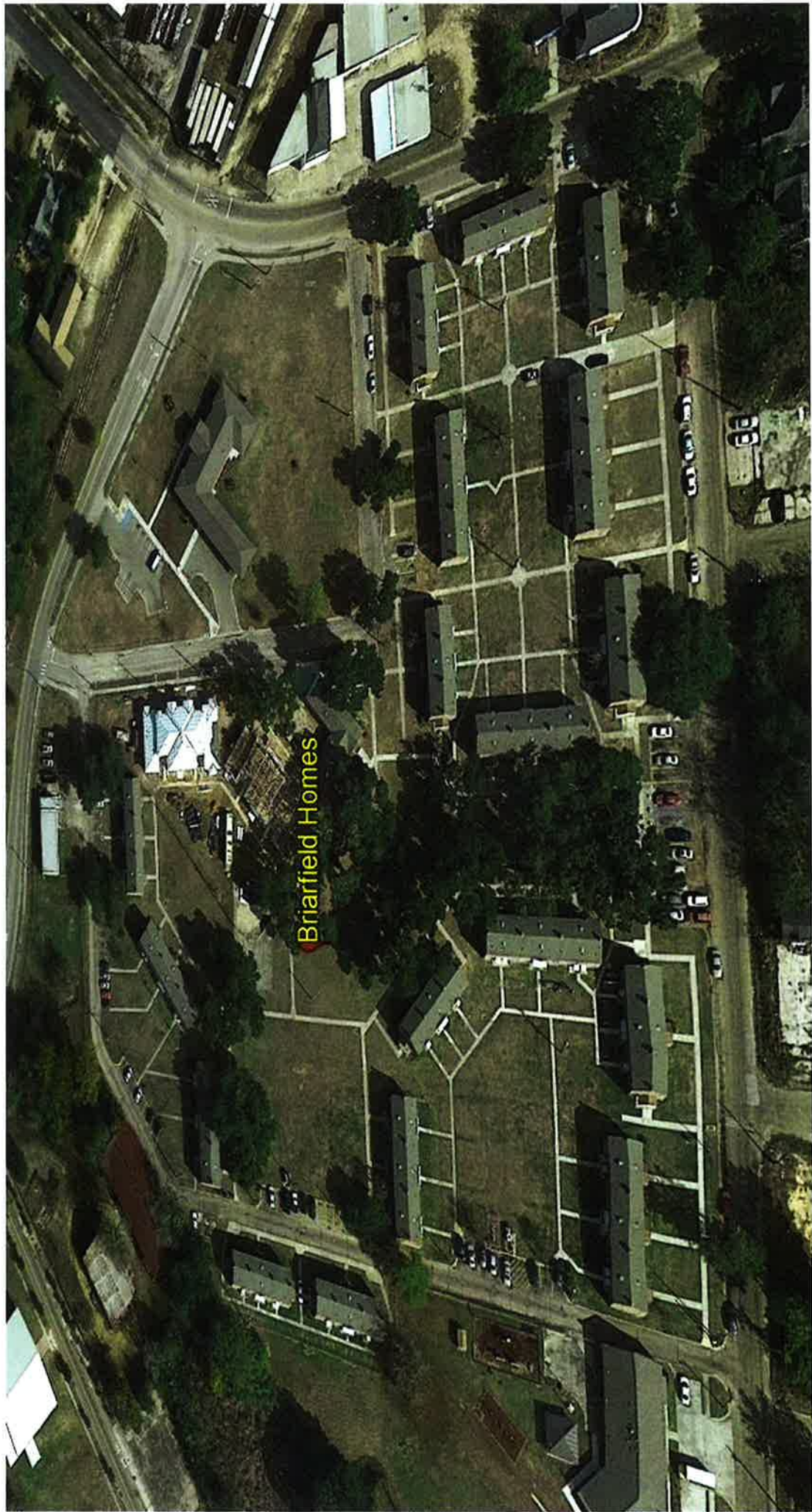
As determined from the USGS Topographic Map, the site(s) contour lines indicate various elevations above mean sea level located in a normal/typical neighborhood setting.

3.3 Current Use and Description of the Site(s)

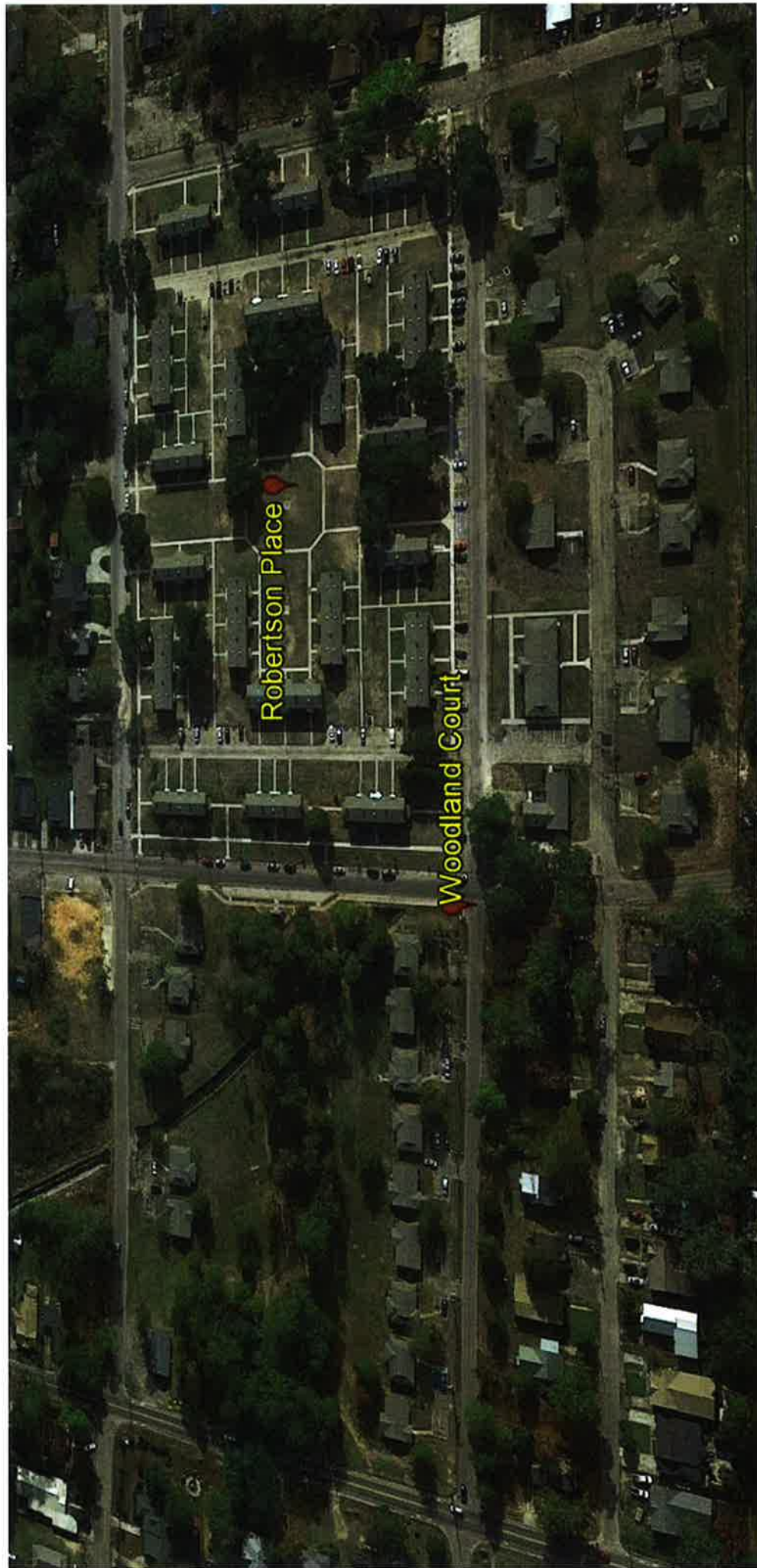
The subject property consists of single family semi-detached, single family detached, Row/Town Houses and Walk-Up apartment buildings, as defined by HUD

3.4 Current Uses of the Adjoining Properties

Commercial properties, institutional, residential, and public services facilities are located on adjoining or near-by (one mile radius) properties within the City of Hattiesburg.







4.0 USER PROVIDED INFORMATION

The standard includes tasks and obligations of the User to help the environmental professional identify the possibility of recognized environmental conditions associated with a property. The User provided information should be based on actual knowledge, experience, or subcontracted services to gather the environmental records.

4.1 Title Information

JWT Consulting was not provided with a chain-of-title for review.

4.2 Environmental Liens or Activity and Use Limitations

JWT Consulting was not contracted by the User to obtain environmental lien and activity use limitation information. The Housing Authority is not aware of any liens or land use limitations. Deed records which may reveal liens or use limitations were not provided by the User.

4.3 Specialized Knowledge

The User stated that the subject properties have been owned by the Housing Authority since 1941.

4.4 Commonly Known or Reasonably Ascertainable Information

No commonly known or reasonably ascertainable information other than the use of the subject property as a public housing development/apartment complex was provided to JWT Consulting. The User was not aware of any commonly known or reasonably ascertainable information within the local community that is material to recognized environmental conditions in connection with the property.

4.5 Valuation Reduction for Environmental Issues

The Housing Authority is not aware of any value reduction at the site(s) due to environmental issues.

4.6 Owner, Property Manager, and Occupant Information

The User informed JWT Consulting that the property was owned and managed by Housing Authority staff. Occupant information is restricted by law.

4.7 Degree of Obviousness

The property has no obvious environmental issues.

4.8 Form HUD-50075.1/50047.2

Budget for each line item and Scope of Work for listed developments.



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		FFY of Grant: 2016 FFY of Grant Approval: 2016	
PHA Name: HATTIESBURG HOUSING AUTHORITY		Capital Fund Program Grant No: MS26P001501-16 Replacement Housing Factor Grant No: Date of CFFP: N/A			
☒ Original Annual Statement ☐ Performance and Evaluation Report for Period Ending:					
☐ Reserve for Disasters/Emergencies ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Original	Total Estimated Cost Revised ²	Obligated	Total Actual Cost ¹ Expended
1	Total non-CFP Funds		\$0.00		
2	1406 Operations (may not exceed 20% of line 21) ³		\$66,128.00		
3	1408 Management Improvements		\$0.00		
4	1410 Administration (may not exceed 10% of line 21)		\$33,064.00		
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		\$35,000.00		
10	1460 Dwelling Structures		\$158,946.00		
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)		\$330,638.00		
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		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.

Capital Fund Program - Five Year Action Plan

US Department of Housing and Urban Development
Office of Public and Indian Housing

This is the last five-year plan approved by the Field office on file there and at the PHA Central Office. Expires 8/31/2011

Part I: Summary						
PHA Name/Number MS001		Locality (City/County & State) Hattiesburg, Lamar/Forrest, MS			☒ Original 5-Year Plan	☐ Revision No:
Housing Authority of the City of Hattiesburg, MS		Work Statement for Year 1 FFY 2015	Work Statement for Year 2 FFY 2016	Work Statement for Year 3 FFY 2017	Work Statement for Year 4 FFY 2018	Work Statement for Year 5 FFY 2019
A.	Development Number/Name	Annual Statement				
B.	Physical Improvements Subtotal 1450 + 1460 + 1465.1		\$211,789.00	\$206,789.00	\$209,193.00	\$188,223.00
C.	Management Improvements Sum of Pages 7 - 10 1408		\$0.00	\$0.00	\$5,000.00	\$0.00
D.	PHA-Wide Non-dwelling Structures and Equipment 1470 + 1475		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
E.	Administration 1410		\$32,531.00	\$32,531.00	\$24,061.00	\$32,531.00
F.	Other Sum All other acc #		\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
G.	Operations 1406		\$65,062.00	\$65,062.00	\$65,062.00	\$65,062.00
H.	Demolition 1485		\$0.00	\$5,000.00	\$2,500.00	\$0.00
I.	Development 1440 + 1499		\$1,934.00	\$1,934.00	\$2,500.00	\$20,000.00
J.	Capital Fund Financing - Debt Service 1501		\$0.00	\$0.00	\$0.00	\$2,500.00
K.	Total CFP Funds Sum B - J		\$325,316.00	\$325,316.00	\$325,316.00	\$325,316.00
L.	Total Non-CFP Funds					
M.	Grant Total Sum B - L		\$325,316.00	\$325,316.00	\$325,316.00	\$325,316.00

US Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 8/31/2011

(4/2008)

Capital Fund Program - Five Year Action Plan

US Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 8/31/2011

Part II: Supporting Pages - Physical Needs Work Statement(s)					
Work Statement for Year (1) FFY 2015	Work Statement for Year: (2)			FFY 2016	
	Development Number/Name	General Description of Major Work Categories	Account Number	Quantity	Estimated Cost
	PHA WIDE	Operations	1406		\$65,062
			1408		
See		Administration	1410		\$32,531
Annual Statement			1411		
		Fees and costs, inspections, consultants, studies, designs, testing	1430		\$12,000
			1440		
	AMP 10	Site improvements, grass, walks, curbs, drainage, sewer, water	1450		\$20,000
		Unit renov, painting, carpentry, roofing, windows, floors, cabinet rep	1460	3	\$44,289
	AMP 20	Replacement systems, HVAC, electrical, plumbing, fixtures, doors	1460	3	\$20,000
		Flooring, gypsum wallboard, eaves, soffits, siding, wood trim, vents	1460	3	\$20,000
		Cabinets, vanities, surrounds, valves, shades, blinds, insulation	1460	2	\$25,000
	AMP30	Countertops, platforms, attic, ductwork, gas lines, water lines,	1460	1	\$25,000
		Water htrs, shutters, ceilings, plaster, CMU, brick pointing, washing	1460	1	\$25,000
		Data wiring, TV cabling, energy upgrades, ramps, access, grab bars	1460	1	\$25,000
		UFAS upgrades, hearing and sight impaired remediation, haz mat	1460	1	\$5,000
	PHA WIDE	Appliances, wshrs, ranges, refrig, dryers, disposals, dishwashers	1465.1	5	\$2,500
		Non-dwelling unit renovations	1470		\$1,000
		Non-dwelling unit equipment	1475		\$1,000
			1485		
			1495.1		
		Mixed Finance development, RAD development, consulting	1499		\$1,934
			1501		
			Subtotal of Estimated Cost		\$325,316

Part II: Supporting Pages - Physical Needs Work Statement(s)					
Work Statement for Year (1) FFY 2015	Work Statement for Year: (3)			FFY 2017	
	Development Number/Name	General Description of Major Work Categories	Account Number	Quantity	Estimated Cost
	PHA WIDE	Operations	1406		\$65,062
			1408		
See		Administration	1410		\$32,531
Annual Statement			1411		
		Fees and costs, inspections, consultants, studies, designs, testing	1430		\$12,000
			1440		
	AMP 10	Site imprvmnt, grass, swalks, curbs, drainage, sewer, water, prkng	1450		\$20,000
		Dwelling unit renov, painting, carpentry, roofing, windows, cabinets	1460	20	\$44,289
	AMP 20	Replacement systems, HVAC, electrical, plumbing, fixtures, doors	1460	3	\$20,000
		Flooring, gypsum wallboard, eaves, soffits, siding, wood trim, vents	1460	3	\$20,000
		Cabinets, vanities, surrounds, valves, shades, blinds, insulation	1460	2	\$25,000
	AMP30	Countertops, platforms, attic, ductwork, gas lines, water lines,	1460	1	\$25,000
		Water htrs, shutters, ceilings, plaster, CMU, brick pointing, washing	1460	1	\$20,000
		Data wiring, TV cabling, energy upgrades, ramps, access, grab bars	1460	1	\$25,000
		UFAS upgrades, hearing and sight impaired remediation, haz mat	1460	1	\$5,000
	PHA WIDE	Appliances, wshrs, ranges, refrig, dryers, disposals, dishwashers	1465.1	5	\$2,500
		Non-dwelling unit renovations and improvements	1470		\$1,000
		Non-dwelling unit equipment, vehicles, non-expensable furnishings	1475		\$1,000
		Demolition	1485	1	\$5,000
			1495.1		
		Mixed Finance development, RAD development, dvlpmt, consulting	1499		\$1,934
			1501		
			Subtotal of Estimated Cost		\$325,316.00

Part II: Supporting Pages - Physical Needs Work Statement(s)					
Work Statement for Year (1) FFY 2015	Work Statement for Year: (4)				
	Development Number/Name	General Description of Major Work Categories	Account Number	Quantity	Estimated Cost
	PHA WIDE	Operations	1406		\$65,062
		Training, software	1408		\$5,000
See		Administration	1410		\$24,061
Annual Statement			1411		
		Fees and costs, inspections, consultants, studies, designs, testing	1430		\$15,000
			1440		
	AMP 10	Site imprvmnt, grass, swalks, curbs, drainage, sewer, water, prkng	1450		\$20,000
		Dwelling unit renov, painting, carpentry, roofing, windows, etc	1460	3	\$20,000
	AMP 20	Replacement systems, HVAC, electrical, plumbing, fixtures, doors	1460	3	\$20,000
		Flooring, gypsum wallboard, eaves, soffits, siding, wood trim, vents	1460	3	\$20,000
		Cabinets, vanities, surrounds, valves, shades, blinds, insulation	1460	2	\$25,000
	AMP30	Cabinets/tops, platforms, attic, ductwork, gas lines, water lines,	1460	1	\$52,759
		Water htrs, shutters, ceilings, plaster, CMU, brick pointing, washing	1460	1	\$20,000
		Data wiring, TV cabling, energy upgrades, ramps, access, grab bars	1460	1	\$23,934
		UFAS upgrades, hearing and sight impaired remediation, haz mat	1460	1	\$5,000
	PHA WIDE	Appliances, wshrs, ranges, refrig, dryers, disposals, dishwashers	1465.1	5	\$2,500
		Non-dwelling unit renovations and improvements	1470		\$1,000
		Non-dwelling unit equipment, vehicles, non-expensable furnishings	1475		\$1,000
		Demolition	1485		\$2,500
			1495.1		
		Mixed Finance development, RAD development, consulting	1499		\$2,500
			1501		
			Subtotal of Estimated Cost		\$325,316.00

Part II: Supporting Pages - Physical Needs Work Statement(s)					
Work Statement for Year (1) FFY 2015	Work Statement for Year: (5)			FFY 2019	
	Development Number/Name	General Description of Major Work Categories	Account Number	Quantity	Estimated Cost
	PHA WIDE	Operations	1406		\$65,062
			1408		
See		Administration	1410		\$32,531
Annual Statement			1411		
		Fees and costs, inspections, consultants, studies, designs, testing	1430		\$15,000
		Acquisition	1440		\$20,000
	AMP 10	Site imprvmnt, grass, swalks, curbs, drainage, sewer, water, prkng	1450		\$20,000
		Dwelling unit renov, painting, carpentry, roofing, windows, etc	1460	3	\$20,000
	AMP 20	Replacement systems, HVAC, electrical, plumbing, fixtures, doors	1460	3	\$20,000
		Flooring, gypsum wallboard, eaves, soffits, siding, wood trim, vents	1460	3	\$15,000
		Kitchen Cabinets, vanities, surroundings, valves, shades, blinds	1460	2	\$39,289
	AMP30	Countertops, platforms, attic, ductwork, gas lines, water lines,	1460	1	\$25,000
		Water htrs, shutters, ceilings, plaster, CMU, brick pointing, washing	1460	1	\$20,000
		Data wiring, TV cabling, energy upgrades, ramps, access, grab bars	1460	1	\$23,934
		UFAS upgrades, hearing and sight impaired remediation, haz mat	1460	1	\$2,500
	PHA WIDE	Appliances, wshrs, ranges, refrig, dryers, disposals, dishwashers	1465.1	5	\$2,500
		Non-dwelling unit renovations and improvements	1470		\$1,000
		Non-dwelling unit equipment, vehicles, non-expensable furnishings	1475		\$1,000
		Demolition	1485		
			1495.1		
		Mixed Finance development, RAD development, consulting	1499		
		CFPP Financing	1501		\$2,500
			Subtotal of Estimated Cost		\$325,316.00

US Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 8/31/2011

(4/2008)

5.0 ENVIRONMENTAL REVIEW RECORD (ERR)

A regulatory records search was conducted for the site(s). The following table indicates the environmental forms, records, sources and search information.

ERR 24 CFR 58.38: *The Responsible Entity must maintain a written record of the environmental review undertaken for each project available for public review.*

<u>Section</u>	<u>Regulatory Review Record</u>
5.1	NEPA Form 2 - Categorical Exclusions (24 CFR 58.35)
5.2	Statutory Worksheet Statutes, Executive Orders & Regulations (24 CFR 58.5) 1. National Register of Historic Places & Tribal Directory Assessment 2. Flood Insurance Map 3. U.S. Fish & Wildlife Service wetlands map 4. Coastal Zone Management 5. U.S. EPA-designated sole source aquifer, EPA Ground Water Office 6. Threatened or Endangered Species 7. National Wild and Scenic River System 8. EPA-designated non-attainment or maintenance areas 9. Natural Resource Conservation Service (NRCS) Web Soil Survey 10. Hazardous, Toxic or Radioactive materials & substances a) Federal National Priorities or CERCLA List b) EPA Toxic Release Inventory c) State Hazardous Waste Sites (SHWS) Inventory d) Registered Underground Storage Tank (UST) e) Cleanups in My Community List 11. Runway Protection Zones & Accident Potential Zones
5.3	Compliance with (24 CFR Part 58.6 (a – d))
6.0	Site(s) and Area Reconnaissance
7.0	Environmental Questionnaire



5.1 NEPA Form 2

Project: Dwelling and Site improvements at:

Hattiesburg, Ms. Amp 001-Briarfield Homes: 120 units, multi-story, built in 1941, 18 dwelling buildings, 3 non-dwelling building --- East 2nd Street, East 3rd Street, Briarfield Street, Ryan Street, Gordon Street

Amp 001-Hope Drive: 28 units, single story, built in 1941, 28 single family buildings, 1 non-dwelling building --- Hope Drive

Amp 002-Robertson Place: 120 units, multi-story, built in 1941, 20 dwelling buildings --- Charles Street, Rosa Avenue, John Street, Katie Avenue

Amp 002-Woodland Court: 28 units, single story, built in 1941, 28 single family buildings, 2 non-dwelling buildings --- Woodland Court, Rosa Avenue, Katie Avenue, Charles Street, John Street

Project Description: Capital Improvements Project MS001 AMP 000001P & AMP 000002

Funding Amount: Capital Fund Program Grant (2016) \$330,638.00

Recipient: The Housing Authority of the City of Hattiesburg

Categorical Exclusions 24 CFR 58.35:

Categorical exclusions refers to a category of activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required, except in extraordinary circumstances (58.2(a) (3)) in which a normally excluded activity may have a significant impact. Compliance with the other applicable Federal environmental laws and authorities listed in 58.5 is required for any categorical exclusion listed in paragraph (a) of this section.

a. Categorical exclusions subject to 58.5. The following activities are categorically excluded under NEPA, but may be subject to review under authorities listed in 58.5:

1. ☒ Acquisition repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).
2. ☒ Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
3. ☒ Rehabilitation of buildings and improvements when the following conditions are met:
 - i. ☒ In the case of a building for residential use (with one to four units), the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;
 - ii. ☒ In the case of multifamily residential buildings:
 - A. ☒ Unit density is not changed more than 20 percent;
 - B. ☒ The project does not involve changes in land use from residential to non-residential; and
 - C. ☒ The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.
 - iii. ☒ In case of non-residential structures, including commercial, industrial, and public buildings:

- A. ☒ The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and
- B. ☒ The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

4.

- i. ☐ An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or
- ii. ☐ An individual action on a project of five or more housing units developed on scattered site when the sites are more than 2,000 feet apart and there not more than four housing units on any one site.
- iii. ☐ Paragraphs (a)(4)(i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a) (3) (i) of this section).

- 5. ☐ Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.

- 6. ☒ Combinations of the above activities.

This project is Categorically Excluded, per 24 CFR Part 58, from the NEPA Environmental Review Subject to the regulations of 24 CFR 58.5 and 58.6.



5.2 STATUTORY WORKSHEET**24 CFR 58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS**

Write "A" in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; or write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation.

Compliance Factors:

STATUTES, EXECUTIVE ORDERS
AND REGULATIONS LISTED AT 24 CFR §58.5

A/B Index
Documentation

HISTORIC PRESERVATION	36 CFR PART 800	A	5.2 (1)
FLOODPLAIN MANAGEMENT	24 CFR 55 & EXECUTIVE ORDER 11988	A	5.2 (2)
WETLAND PROTECTION	EXECUTIVE ORDER 11990	A	5.2 (3)
COASTAL ZONE MANAGEMENT ACT	SECTIONS 307(c) & (d)	A	5.2 (4)
SOLE SOURCE AQUIFERS	40 CFR 149	A	5.2 (5)
ENDANGERED SPECIES ACT	50 CFR 402	A	5.2 (6)
WILD AND SCENIC RIVERS ACT	SECTIONS 7(b) & (c)	A	5.2 (7)
CLEAN AIR ACT	SECTIONS 176(c)(d) & 40 CFR 6, 51, 93	A	5.2 (8)
FARMLAND PROTECTION POLICY ACT	7 CFR 658	A	5.2 (9)
ENVIRONMENTAL JUSTICE	EXECUTIVE ORDER 12898	A	5.2 (10)
NOISE ABATEMENT & CONTROL	24 CFR 51B	A	5.2 (11)
EXPLOSIVE & FLAMMABLE OPERATIONS	24 CFR 51C	A	5.2 (12)
HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS & SUBSTANCES	24 CFR 58.5(i)(2)	A	5.2 (13) (1) (a – j) (2) (a – i)
AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES	24 CFR 51D	A	5.2 (14)

*Compliance with the laws and statutes listed at **24 CFR 58.6** must also be documented.

5.2 (1) Historic Preservation, 36 CFR Part 800

According to historical records research and other sources, the PHA properties and surrounding privately owned properties have been residential. The area has remained primarily residential but some commercial property has developed in this area of the City.

The site(s) have been previously excavated for the construction of the existing developments. This undertaking is a type that does not have the potential to cause effects on historic properties as defined in 36 CFR 800.16(i); the PHA has no further obligations under section 106 or part 800. A cultural resource assessment was performed by the SHPO, response attached.

The HUD Tribal Directory Summary (**does not**) list Forrest County in Mississippi as a county of interest for any Tribe or Nation. The site(s) have been previously excavated and no artifacts were discovered or are expected to be discovered in the future. In the event that archaeological resources are uncovered during any construction-related activities, the onsite contractor shall stop all activity within the vicinity of the discovery, notify the responsible entity (City of Hattiesburg, MS) and shall not resume until cleared to proceed by the appropriate Tribal Archaeologist and responsible entity. The various Tribes in Mississippi have indicated they wish to be notified only when major ground disturbing activities are involved. (Tab 1)

5.2 (2) Floodplain Management, 24 CFR § 55 & Executive Order 11988

The threshold for flood insurance requirements is included in *The Flood Disaster Protection Act of 1973*, as amended, requiring property owners purchase flood insurance for buildings located within *Special Flood Hazard Areas (SFHA)* when Federal financial assistance is used to acquire, repair, improve, or construct a building. Owners of HUD-assisted properties located within Special Flood Hazard Areas (SFHA) must purchase and maintain flood insurance protection as a condition of approval of any HUD financial assistance for proposed property acquisition, rehabilitation, conversion, repair or construction.

JWT Consulting reviewed Flood Insurance Map Panel(s) 28035C0108D and 28035C0112D of the subject properties and surrounding areas. Portions of the site(s) Briarfield Homes are depicted in Zone AE which are identified as areas within the 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. Sites include buildings which are located in a 100 year flood plain, buildings that contain 1 to 4 family properties are exempt from the 8-step process, however, flood insurance is required for HUD regulated properties depicted within the 1% annual chance flood (100-year flood), and said insurance will be maintained by the Housing Authority for the life of these buildings. No further mitigation is required.

The remaining sites are depicted in Zone X, which are identified as areas determined to be outside the 500-year flood plain. (Tab 2)

5.2 (3) Wetland Protection, Executive Order 11990

Executive Order 11990 requires all Federal agencies avoid impacts to wetlands, direct or indirect, by discouraging construction in wetlands whenever there is a practicable alternative. In the U.S. Fish & Wildlife Service wetlands map, the site(s) are not depicted in a wetland.

Site and building improvements are limited to renovation type activities and do not include any new construction within or adjacent to and identified wetlands, marshes, etc. **(Tab 3)**

5.2 (4) Coastal Zone Management Act, § 307(c) & (d)

Site(s) are not located within a Coastal Zone Management Area. **(Tab 4)**

5.2 (5) Sole Source Aquifers, 40 CFR 149

The Safe Drinking Water Act (SDWA) protects public health by regulating the nation's public drinking water supply. The law requires many actions to protect drinking water and its sources: rivers, lakes, reservoirs, springs, and ground water wells.

The underlying bedrock surface typically influences the groundwater flow direction and normally is reflected in the topographic surface of the land if modifications have not occurred. Actual site groundwater flow direction cannot be determined without site-specific groundwater information determined through the installation of groundwater monitoring wells.

Site(s) are not located within a U.S. EPA-designated sole source aquifer watershed area per the EPA Ground Water Office. Additionally, an existing municipal public water supply serves the existing development(s). **(Tab 5)**

5.2 (6) Endangered Species Act, 50 CFR 402

The ESA mandates that Federally-assisted activities not jeopardize the existence of plants and animals listed or proposed for listing on the endangered species list. Activities proposed for areas harboring such species must avoid adversely modifying or destroying their habitat.

An endangered species is an animal or plant that is in danger of becoming extinct; meaning it would no longer be alive on our planet, Earth. All animals need habitat - consisting of food, clean water, shelter and living space - to survive. Habitat loss is the number one reason why a species may become endangered. Other reasons why a species may become endangered include competition with introduced species, pollution, disease and animal trade.

Project improvements are limited to and contained within existing developed residential properties. The sites do not have habitat for endangered, threatened, or rare species. No endangered species were observed during the site visit or are likely to occur at the project site(s) in the future.

No adverse effects on any federally protected Threatened or Endangered Species will result from the project. **(Tab 6)**



5.2 (7) Wild and Scenic Rivers Act, § 7(b) & (c)

The National Wild and Scenic River System was created to conserve scenic, recreational, and fish and wildlife values of certain rivers. The Wild and Scenic Rivers Act applies to rivers and segments designated by Congress or States. The U.S. Forest Service manages the only designated river in Mississippi; Black Creek, which is located in the Desoto National Booneville.

5.2 (8) CLEAN AIR ACT, § 176(c)(d) & 40 CFR 6, 51, 93

The project site(s) are not in an EPA-designated non-attainment or maintenance area for one or more of the six criteria pollutants regulated under the Clean Air Act. The EPA has not designated any areas as non-attainment or maintenance in Mississippi. Any grading on the project site would be minimal as any improvements the project site(s) will be at-grade on previously developed site(s). If necessary, standard site construction practices (i.e., watering, slow speeds, etc.) in accordance with SCAQMD Rule 403 will reduce the amount of emissions generated.

No adverse effects would result from this project. **(Tab 8)**

5.2 (9) FARMLAND PROTECTION POLICY ACT 7 CFR 658

The purpose of the Farmland Protection Policy Act is to minimize unnecessary and irreversible conversion of farmland to non-agricultural uses. This policy *is not* applicable to lands already in or committed to urban development, or water storage already zoned non-agricultural, or containing over 40 structures per square mile

The site(s) are in an area listed on the Natural Resource Conservation Service (NRCS) Web Soil Survey as urban land. Urban Land is characterized as disturbed, well-drained soils found on ridges and side slopes.

Site(s) are located in an area which has been converted to and is committed to urban uses. **(Tab 9)**

5.2 (10) ENVIRONMENTAL JUSTICE, EXECUTIVE ORDER 12898

The purpose of Executive Order 12898 is to direct Federal agencies to identify and address as appropriate “disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations”. Generally, this applies to low-income and minority neighborhoods where HUD-assisted projects are proposed for acquisition of existing housing, acquisition of land for development, change in land use, demolition, major rehabilitation, and new construction. At a minimum, Environmental Justice should address the consideration of actual and potential environmental impacts to people of low-income and minority status resulting from the proposed project, and mitigation measures to minimize adverse impacts as much as practicable within the principles of the Executive Order.

Site(s) are suitable for their proposed use and will not be adversely impacted by adverse environmental conditions and human health is protected for all people regardless of race, color, national origin, or income. Site(s) are properly zoned per the City of Hattiesburg, MS.

5.2 (11) NOISE ABATEMENT & CONTROL, 24 CFR § 51B

The purpose of this regulation is to encourage suitable separation between noise sensitive land uses and major noise sources. The HUD Noise Regulation establishes standards, requirements, and guidelines regarding noise control and abatement for HUD assisted projects.

Construction noises must comply with city regulations. The noise environment surrounding the project site(s) are typical of an urban neighborhood, with the most common noise source being traffic along the local roadway network. From an operational perspective, noise from the project would not adversely affect the surrounding land uses because the increase in noise will not be substantial.

Site(s) and developments that are not scheduled for "Major" rehab (75% of value) *are exempt* from this requirement.

5.2 (12) EXPLOSIVE & FLAMMABLE OPERATIONS, 24 CFR § 51C

HUD-assisted projects must be assessed for the presence of facilities presenting an explosive or flammable hazard to project sites in an effort to prevent injury to occupants and damage to buildings from industrial accidents.

The site(s) are located at an Acceptable Separation Distance from any above-ground explosive or flammable fuels or chemical containers per the Acceptable Separation Distance Calculator. The project would not expose people or buildings to additional hazards.

5.2 (13) HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS & SUBSTANCES, 24 CFR 58.5(i)(2)

HUD policy, (1) all property proposed for use in HUD programs should be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property. (2) HUD environmental review of multifamily and non-residential properties shall include evaluation of previous uses of the site and other evidence of contamination on or near the site, to assure that occupants of proposed sites are not adversely affected by the hazards..." Sites known or suspected to be contaminated by toxic chemicals or radioactive materials include but are not limited to sites: (i) listed on an EPA Superfund National Priorities or CERCLA List, or equivalent State list; (ii) located within 3,000 feet of a toxic or solid waste landfill site; or (iii) with an underground storage tank.

The site(s) and adjacent properties are not known or suspected to be contaminated by hazardous materials, toxic chemicals, gasses or radioactive substances and are not listed on an EPA Superfund list. Federal and State databases were searched for sites in Mississippi. **(Tab 10)**

Asbestos requirements apply to all HUD-assisted projects involving demolition and rehabilitation of regulated structures. The Department of Natural Resources (DNR) is a delegated agency of the Environmental Protection agency (EPA) for the purposes of administering 40 CFR Part 61, Subpart M, *The National Emission Standard for Asbestos*, the asbestos NESHP. This regulation contains requirements for asbestos inspection, project notification, emission control procedures for asbestos removal, and asbestos waste disposal.

The DNR regulates demolition and renovation projects involving institutional, commercial, public, industrial, or residential structures, installations or buildings. In addition to the requirements of the federal asbestos NESHAP, the DNR also has additional State regulations that govern asbestos activities. If any project involves demolition or rehabilitation of residential or commercial structures a Certified Asbestos Inspector, certified by DNR, must be hired to perform a thorough asbestos inspection identifying the quantity, type, condition, and location of asbestos containing materials.

Lead based paint requirements apply to all HUD-assisted rehabilitation, residential, commercial, and public facility projects, where young children will reside over 100 days, or spend more than 10 hours per week. Lead-based paint is defined by statute as paint with a lead concentration of 1 milligram per square centimeter, or 0.5 percent by weight. Hazards can be in the form of paint chips, child-accessible (therefore chewable) painted surfaces, friction surfaces of windows and doors, lead contaminated dust, and lead contaminated soil. If lead based paint hazards are identified, lead based paint treatments and lead safe work practices must be implemented.

Not in conjunction with this ER, asbestos-containing material (ACM) and Lead Based Paint (LBP) surveys were previously conducted. The full findings and recommendations of the ACM/LBP surveys were issued to the housing authority in a separate report performed by another vendor.

5.2 (13) (1) Federal Databases

- a) **Federal National Priorities List (NPL)**
- b) **Federal Delisted NPL**
- c) **Federal CERCLIS**
- d) **Federal CERCLIS No Further Remedial Action Planned (NFRAP)**
- e) **Federal Corrective Action Report (CORRACTS)**
- f) **Federal Resource Conservation and Recovery Information System (RCRIS) – Treatment, Storage and Disposal (TSD) Facilities**
- g) **Federal RCRIS - Generators**
- h) **Federal Engineering Controls (EC) List**
- i) **Federal Institutional Controls (IC) List**
- j) **Federal Emergency Response Notification System (ERNS)**

5.2 (13) (2) State Databases

- a) **Solid Waste Facilities/Landfill List (SWF/LF)**
- b) **State Brownfield Projects Inventory**
- c) **State Hazardous Waste Sites (SHWS) Inventory**
- d) **State Institutional Controls (IC) List**
- e) **State Spills (Spills) List**
- f) **Leaking Underground Storage Tank (LUST) List**
- g) **Historic Landfills (HIST LF)**
- h) **State Non-Hazardous Waste Sites (Non-HSI) Inventory**
- i) **Registered Underground Storage Tank (UST) List**



5.2 (14) AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES, 24 CFR 51D

HUD policy is that assistance for construction or major rehabilitation of any real property located on a clear zone site is prohibited for a project to be frequently used or occupied by people.

Definition: Rehabilitation (including conversion) is "major" or "substantial" when the estimated cost of the work is 75 percent or more of the property value after rehabilitation or, in the case of property in an Accident Potential Zone, when the work changes the use of the facility to a use that is not generally consistent with the recommendations in the Department of Defense "Land Use Compatibility Guidelines for Accident Potential Zones," significantly increases the density or number of people at the site, or introduces explosive, flammable or toxic materials to the area (24 CFR 51.302(b)(1), (2), and (3)).

- A. For properties located within 2,500 feet of the end of a civil airport runway or 15,000 feet of the end of a military airfield runway, the grantee provides HUD with a finding from the airport operator stating whether or not the property is located within a runway clear zone at a civil airport, or a clear zone or accident potential zone at a military airfield. For properties that are located within a runway clear zone or a clear zone or accident potential zone, grantees who propose to rehabilitate such a property provide HUD with estimates of: (i) the cost of the proposed rehabilitation, and (ii) the property value after completion of the rehabilitation.
- B. The grantee states that the property is not located within 2,500 feet of the end of a civil airport runway or 15,000 feet of the end of a military airfield runway.

Site(s) are not located within 2500 feet of the end of a civil airport runway or 15000 feet of the end of a military airfield runway. Planned site work involves only minor rehabilitation. Site(s) and developments that are not scheduled for "Major" or "substantial" rehabilitation (75% of value) *are exempt* from this requirement. (Tab 11)



5.3 24 CFR Part 58.6 (a – d)

Documentation of Compliance with 24 CFR Part 58.6 (a – d)

This form is required for all levels of review.

Project Name and Description:

Capital Improvements Project MS26P001501-16 including Dwelling and Site improvements at:

Hattiesburg, Ms. Amp 001-Briarfield Homes: 120 units, multi-story, built in 1941, 18 dwelling buildings, 3 non-dwelling building --- East 2nd Street, East 3rd Street, Briarfield Street, Ryan Street, Gordon Street

Amp 001-Hope Drive: 28 units, single story, built in 1941, 28 single family buildings, 1 non-dwelling building --- Hope Drive

Amp 002-Robertson Place: 120 units, multi-story, built in 1941, 20 dwelling buildings --- Charles Street, Rosa Avenue, John Street, Katie Avenue

Amp 002-Woodland Court: 28 units, single story, built in 1941, 28 single family buildings, 2 non-dwelling buildings --- Woodland Court, Rosa Avenue, Katie Avenue, Charles Street, John Street

Recipient: The Housing Authority of the City of Hattiesburg

Contract Number: MS26P00150116

STATUTES and REGULATIONS listed in 24 CFR 58.6

Flood Insurance:

The site(s) **is/are not** in the 100-year flood plain - N/A

The site(s) **are** in the 100-year flood plain – (Tab 2)

(a).....Flood Insurance is required for structures in the 100- year flood plain

(b).....Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD Disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if:

JWT Consulting reviewed Flood Insurance Map Panel(s) 28035C0108D and 28035C0112D of the subject properties and surrounding areas. Portions of the site(s) Briarfield Homes are depicted in Zone AE which are identified as areas within the 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. Sites include buildings which are located in a 100 year flood plain; buildings that contain 1 to 4 family properties are exempt from the 8-step process, however, flood insurance is required for HUD regulated properties depicted within the 1% annual chance flood (100-year flood), and said insurance will be maintained by the Housing Authority for the life of these buildings. No further mitigation is required. (Tab 2)

Coastal Barrier Islands:

The site(s) **is/are not** a Coastal Barrier Island (**Tab 4**)

The site(s) is/are in a Coastal Barrier Island but the activity is not prohibited as indicated at:

<http://www.fws.gov/>

The site(s) is/are in a Coastal Barrier Island and the activity is prohibited indicated at:

<http://www.fws.gov/>; the project must be rejected.

(c).....Pursuant to the Coastal Barrier Resources Act, as amended by the Coastal barrier Improvement Act of 1990 (16 U.S.C. 3501), HUD assistance may not be used for most activities proposed in the Coastal Barrier Resources System.

Clear Zones:

The site(s) **is/are not** located in an Airport Clear Zone (**Tab 11**)

The site(s) is/are in an Airport Clear Zone (include signed acknowledgement attached)

(d).....In all cases involving HUD assistance, subsidy, or insurance for the sale of an existing property in a Runway Clear Zone or Clear Zone, as defined in 24 CFR Part 51, the responsible entity shall advise that the property is in a runway clear zone or clear zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.



6.0 SITE(S) AND AREA RECONNAISSANCE

6.1 Methodology

JWT CONSULTING, INC conducted the field reconnaissance on January 23, 2016. Observations were made from a walking reconnaissance around the perimeter boundary and along several transects through the property. Aerial photographs of the site(s) and surrounding properties were reviewed for evidence of former usage which may constitute a potential for environmental issues. The aerial photographs were obtained from the Natural Resources Conservation Service (NRCS). Additional aerial photographs were reviewed online via available globe satellite services.

6.2 On-Site Features/Observations:

- a) **Underground or aboveground storage tanks**
Did not observe aboveground storage tanks or evidence of underground storage tanks at the site(s).
- b) **Strong, pungent or noxious odors**
Did not notice strong, pungent or noxious odors at the site(s).
- c) **Surface waters**
Did not observe streams or other surface waters located on the site(s).
- d) **Standing pools of liquid likely containing petroleum or hazardous substances**
Did not observe standing pools of liquid at the site(s).
- e) **Drums or containers of petroleum or hazardous substances greater than five-gallons**
Did not observe drums or containers of petroleum or hazardous substances at the site(s).
- f) **Unidentified opened or damaged containers of hazardous substances or petroleum products**
Did not observe unidentified opened or damaged containers of hazardous substances or petroleum products at the site(s).
- g) **Known or suspect PCB-containing equipment (excluding light ballasts)**
The following observations were made with regard to known or suspect PCB-containing equipment on the site(s): Utility-owned, electrical transformers were observed throughout the subject property. The PCB status of the transformers was not available for the transformers; however, no staining was observed. Based on the observations, the transformers are not considered to present a recognized environmental condition for the subject property.
- h) **Pits, ponds or lagoons**
Did not observe pits, ponds or lagoons at the site(s).
- i) **Stressed vegetation**
Did not observe stressed vegetation at the site(s).

j) **Solid waste mounds or non-natural fill materials**

Did not observe solid waste mounds or non-natural fill materials at the site(s).

k) **Wastewater discharges into drains, ditches or streams**

Did not observe wastewater discharges at the site(s).

l) **Groundwater wells including potable, monitoring, dry, irrigation, injection and/or abandoned**

Did not observe groundwater wells at the site(s).

m) **Septic systems or cesspools**

Did not observe evidence of septic systems or cesspools on the site(s).

n) **Dry Cleaning**

Did not observe dry-cleaning operations on the site(s).

o) **Adjoining and Nearby Properties**

The adjoining dwelling units and other facilities identified are not considered to present recognized environmental conditions for the subject property.



7.0 ENVIRONMENTAL QUESTIONNAIRE

Planning/Zoning

Yes No

☒ ☐ Is the project in compliance or conformance with the local zoning?

Comments:

The site(s) meet(s) the City's land use classification and conditions of zoning. No further City approvals are required except for permitting of individual work items as required by City Code.

Water, Supply, Sanitary Sewers, and Solid Waste Disposal

Yes No

☒ ☐ Is/are the site(s) served by an adequate and acceptable water supply

☒ ☐ Municipal Public sanitary sewers and waste water disposal systems

☒ ☐ Municipal or private trash collection and solid waste disposal

Emergency Health Care, Fire and Police Services

Yes No

☒ ☐ Are emergency health care providers located within reasonable proximity to the proposed project?

☒ ☐ Are police services located within reasonable proximity to the proposed project?

☒ ☐ Is firefighting protection municipal volunteer adequate and equipped to service the project?

Nuisances and Hazards

Will the project be affected by natural hazards:

Yes No

☐ ☒ Faults, fracture

☐ ☒ Wind/sand storm concerns

☐ ☒ Fire hazard materials

☐ ☒ Cliffs, bluffs, crevices

☐ ☒ Slope-failures from rains

☐ ☒ Poisonous plants, insects, animals

☐ ☒ Unprotected water bodies

☐ ☒ Hazardous terrain features

☐ ☒ Hazardous street

☐ ☒ Dangerous intersection

☐ ☒ Hazards in vacant lots

☐ ☒ Through traffic

☐ ☒ Chemical tank-car terminals

☐ ☒ Inadequate separation of pedestrian or vehicle traffic

Yes No

☐ ☒ Other hazardous chemical storage

☐ ☒ High-pressure gas or liquid Petroleum transmission lines on site

☐ ☒ Overhead transmission lines

☐ ☒ Dumps/sanitary landfills or mining

☐ ☒ Oil or gas wells

☐ ☒ Railroad crossing

☐ ☒ Industrial operations

☐ ☒ Gas, smoke, fumes

☐ ☒ Unsightly land uses

☐ ☒ Odors

☐ ☒ Vibration

☐ ☒ Vermin infestation

☐ ☒ Vacant/boarded-up buildings

☐ ☒ Industrial nuisances

Environmental Laws and Authorities Resource Guide

Unique Natural Features and Areas

Yes No

- ☐ ☒ (X) Is/are the site(s) near natural features (i.e., coastal bluffs, waterfalls or cliffs) or near public or private scenic areas?
- ☐ ☒ (X) Are other natural resources visible on site(s) or in vicinity?
- ☐ ☒ (X) Will any such resources be adversely affected or will they adversely affect the project?

Site Suitability, Access, and Compatibility with Surrounding Development

Yes No

- ☐ ☒ (X) Has/have the site(s) has been used as a dump, sanitary landfill or mine waste disposal area?
- ☒ (X) ☐ () Is there paved access to the site(s)?
- ☐ ☒ (X) Are there other unusual conditions on site(s)?
- ☐ ☒ (X) distressed vegetation
- ☐ ☒ (X) oil/chemical spills
- ☐ ☒ (X) soil staining, pools of liquid
- ☐ ☒ (X) waste material/containers:
- ☒ (X) ☐ () transformers, fill/vent pipes, pipelines
- ☐ ☒ (X) abandoned machinery, cars, refrigerators
- ☐ ☒ (X) drainage structures loose/empty drums, barrels

Will the project be unduly influenced by:

Yes No

- ☐ ☒ (X) Building deterioration
- ☐ ☒ (X) Transition of land uses
- ☐ ☒ (X) Postponed maintenance
- ☐ ☒ (X) Incompatible land uses
- ☐ ☒ (X) Obsolete public facilities
- ☐ ☒ (X) Inadequate off-street parking
- ☐ ☒ (X) Are there air pollution generators nearby which would adversely affect the site(s)?
- ☐ ☒ (X) Heavy industry Incinerators
- ☐ ☒ (X) Power generating plants
- ☐ ☒ (X) Cement plants?
- ☐ ☒ (X) Large parking facilities (1000 or more cars)?
- ☐ ☒ (X) Heavy traveled highway (6 or more lanes)?
- ☐ ☒ (X) Oil refineries

Soil Stability, Erosion, and Drainage

Yes No

Slopes: Not Applicable _ Steep _ Moderate _ Slight **X**

- ☐ ☒ (X) Is there evidence of slope erosion or unstable slope conditions on or near the site(s)?
- ☐ ☒ (X) Is there evidence of ground subsidence, high water table, or other unusual conditions on the site(s)?
- ☐ ☒ (X) Is there any visible evidence of soil problems (foundations cracking or settling, basement flooding, etc.) in the neighborhood of the site(s)?
- ☐ ☒ (X) Are there visual indications of filled ground?
- ☐ ☒ (X) Are there active rills and gullies on site(s)?



Wetland Protection

Yes No

- ☐ (X) Are there drainage ways, streams, rivers, or coastlines on or near the site(s)?
- ☐ (X) Is the property located in a wetland?
- ☐ (X) Is an incidental portion of the property within a wetland?
- ☐ (X) Are there ponds, marshes, bogs, swamps or other wetlands on or near the site(s)?
- ☐ (X) Is the project located within a wetland designated on a National Wetlands Inventory map of the Department of the Interior (DOI)?

Coastal Barrier Resources

Yes No

- ☐ (X) Is the project located within a coastal barrier designated on a current FEMA flood map or Department of Interior coastal barrier resources map?
- ☐ (X) Is the project located within a coastal management zone (CZM)?

Historic Preservation

Yes No

- (X) ☐ Has the SHPO been notified of the project and requested to provide comments?
- (X) ☐ Is the subject property/project structure more than 50 years old?
- ☐ (X) Does the Application currently include Historic Tax Credits?
- ☐ (X) Will Historic Tax Credits be applied for?
- ☐ (X) Is the property listed on or eligible for listing on the National Register of Historic Places?
- ☐ (X) Is the property located within or directly adjacent to an historic district?
- ☐ (X) Does the property's area of potential effects include an historic district or property?

Comments: The property(ies) are currently developed as low-income housing complex(s). The planned rehabilitation should have no impact to any potential Historical District. The subject property structures are older than 50 years old; however, the buildings do not appear to be unique and no significant events are known to have occurred on the property to make the structures eligible for listing on the National Register of Historic Places. The SHPO provided a determination that the site(s) is not a historical property and there would be no effects to historic properties as a result of redevelopment.

Floodplain Management

Yes No

- (X) ☐ Is an incidental portion of the property within a floodplain?
- (X) ☐ Is the project located within a floodplain designated on a current FEMA flood map?
- ☐ (X) Will the proposed construction/landscaping activities occupy or modify the floodplain?

Flood Insurance

Yes No

- (X) ☐ Is the building located or to be located within a Special Flood Hazard Area identified on a current Flood Insurance Rate Map (FIRM)?

Endangered Species

Yes No

- (X) ☐ Has the Department of Interior list of Endangered Species and Critical Habitats been reviewed?
- ☐ (X) Is the project likely to affect any listed or proposed endangered or threatened species or

critical habitats?

Wild and Scenic Rivers/Unique Natural Features and Areas

Yes No

- ☐ (X) Is the project new construction? If so answer the following questions.
- ☐ (X) Is the site(s) near natural features (i.e., bluffs or cliffs) or public or private scenic areas?
- ☐ (X) Are other natural resources visible on site(s) or in vicinity? Will any such resources be adversely affected or will they adversely affect the project?
- ☐ (X) Is the project site(s) located in a county of a listed Wild and Scenic River?

Clean Air Act

Yes No

- (X) ☐ Is the project in compliance with the air quality State Implementation Plan (SIP)?

Farmlands Protection

Yes No

- ☐ (X) Is the project new construction including acquisition of undeveloped land? If so answer the following questions.
- ☐ (X) Is the site(s) or the area where the site(s) is located presently being farmed?

Environmental Justice

Yes No

- ☐ (X) Does project require any mitigation plans or measures to be taken?
- ☐ (X) Is the project new construction? If so answer the following questions.
- ☐ (X) Is there an adverse environmental impact caused by the proposed action, or is the proposed action subject to adverse environmental impact?
- ☐ (X) Does the project site(s) or neighborhood suffer from disproportionately adverse environmental effects on minority and low-income populations relative to the community at-large?

Noise Abatement

Yes No

- ☐ (X) Is the project within 1000 feet of a major road/highway/freeway (i.e. a roadway with an average daily traffic count of 10,000 or greater)?
- ☐ (X) Is the project within 3000 feet of a railroad?
- ☐ (X) Is the project within 15 miles of a military airfield?
- (X) ☐ Is the project within 5 miles of a civil airport?
- ☐ (X) Is noise a problem on the site(s) and/or is expected to be in the future?

Explosive and Flammable/Hazardous Industrial Operations

Yes No

- ☐ (X) Are industrial facilities handling explosive or fire-prone materials such as liquid propane, gasoline or other storage tanks adjacent to or visible from the project site(s)?

Hazards and Toxic Chemicals

Yes No

- ☐ (X) Are industrial facilities handling explosive or fire-prone materials such as liquid propane, gasoline, or other storage tanks visible from or near the project site(s)?
- ☐ (X) Is the project located near a dump or landfill site(s)?
- ☐ (X) Is the project near an industry disposing of chemicals or hazardous wastes?
- ☐ (X) Are there issues that require a special/specific Phase II report before completing the environmental assessment?
- ☐ (X) Is site(s) listed on an EPA Superfund National Priorities, CERCLA, or equivalent State list?
- ☐ (X) Is the site(s) located within 3,000 feet of a toxic or solid waste landfill site(s)?
- ☐ (X) Does the site(s) have an underground storage tank?

Airport Hazards

Yes No

- ☐ (X) Is the project within 2,500 feet from the end of a runway at a civil airport?
- ☐ (X) Is the project within 15,000 feet from the end of a runway at a military airfield?





National Register of Historic Places listings in Forrest County, Mississippi

This is a list of the **National Register of Historic Places listings in Forrest County, Mississippi**. This is intended to be a complete list of the properties and districts on the **National Register of Historic Places in Forrest County, Mississippi, United States**. There are 19 properties and districts listed on the National Register in the county.

*This National Park Service list is complete through NPS recent listings posted *March 11, 2016*.*

Current listings

	Name on the Register	Image	Date listed	Location	City or town	Description
1	<u>Beverly Drive-In Theatre</u>		July 30, 2008 (#08000751)	5320 <u>U.S. Route 49</u> South at Old Airport Road  31°16'42"N 89°17'16"W	<u>Hattiesburg</u>	Constructed 1948, destroyed by fire October 2010
2	<u>Building 1071</u>		September 2, 1997 (#97000930)	Junction of Jackson Avenue and Jackson Avenue West  31°12'04"N 89°13'19"W	<u>Camp Shelby</u>	At <u>Camp Shelby</u> . Constructed in 1938 to house <u>officers</u>
3	<u>Building 6981</u>		June 11, 1992 (#92000693)	Camp Shelby  31°11'16"N 89°13'09"W	<u>Camp Shelby</u>	Constructed in 1918 as a <u>World War I Ammunition Magazine</u>
4	<u>Burkett's Creek Archeological Site</u>		April 14, 2000 (#00000380)	Address Restricted	<u>Hattiesburg</u>	<u>Prehistoric</u> domestic and industry/processing/extraction on site

	Name on the Register	Image	Date listed	Location	City or town	Description
5	<u>East Sixth Street USO Building</u>		April 6, 2004 (#04000267)	305 East Sixth Street  31°19'20"N 89°17'34"W	<u>Hattiesburg</u>	Constructed in 1942, serves as <u>African American Military History Museum</u>
6	<u>Eaton Elementary School</u>		July 16, 2008 (#08000676)	1105 McInnis Avenue  31°19'26"N 89°16'50"W	<u>Hattiesburg</u>	Constructed in 1905, vacant, not in use
7	<u>Hattiesburg Historic Neighborhood District</u>		September 17, 1980 (#80002236)	Roughly bounded by railroad tracks, Katie Ave., and Frederick and Hardy Sts.  31°19'13"N 89°17'13"W	<u>Hattiesburg</u>	Sacred Heart Church is located in the Hattiesburg Historic Neighborhood District
8	<u>Hub City Historic District</u>		August 29, 1980 (#80002217)	U.S. Routes 11 and 49; also roughly along Main, Market, Newman and Walnut Sts.  31°19'37"N 89°17'27"W	<u>Hattiesburg</u>	Second set of boundaries represents a boundary increase of August 9, 2002. McLeod House (circa 1896) is in the Hub City Historic District.
9	<u>Meador Homestead</u>		November 5, 2010 (#10000885)	6775 U.S. Route 49  31°21'40"N 89°21'03"W	<u>Hattiesburg</u>	Constructed in 1885 as a <u>double pen, dog-trot, log cabin</u>

	Name on the Register	Image	Date listed	Location	City or town	Description
10	<u>New York Hotel</u>		April 8, 1999 (#99000383)	63 Fruitland Park Rd.  30°54'57"N 89°10'05"W	<u>Fruitland Park</u>	Constructed in 1914 using <u>Shingle style architecture</u>
11	<u>North Main Street Historic District</u>		April 16, 1993 (#93000307)	Roughly bounded by Jackson Street, Gordon's Creek, South, North, Providence, and Red Streets, and the <u>Illinois Central</u> railroad tracks  31°20'07"N 89°17'57"W	<u>Hattiesburg</u>	The Montague House (built circa 1905) is in the North Main Street Historic District.
12	<u>Oaks Historic District</u>		March 4, 1993 (#93000136)	Roughly bounded by Hardy, Second, Railroad, and 11th Avenues  31°19'13"N 89°17'59"W	<u>Hattiesburg</u>	Hattiesburg Public School Administration Building, formerly Camp Elementary (built circa 1907), is located in Oaks Historic District.
13	<u>Old Hattiesburg High School</u>		May 29, 1987 (#87000817)	846 Main Street  31°18'45"N 89°17'44"W	<u>Hattiesburg</u>	Constructed circa 1911, partially destroyed by arson 2007
14	<u>Parkhaven Historic District</u>		August 9, 2002 (#02000856)	Roughly along S. 22nd Ave. and S. 21st Ave., from Hardy to Mamie Sts.  31°19'18"N 89°19'24"W	<u>Hattiesburg</u>	Parkhaven Arch (circa 1925) at Hardy Street and 22nd Street is in the Parkhaven Historic District.

	Name on the Register	Image	Date listed	Location	City or town	Description
15	<u>Saenger Theatre</u>		May 29, 1979 (#79001307)	Corner of Forrest and Front Streets  31°19'32"N 89°17'25"W	<u>Hattiesburg</u>	Constructed circa 1929, <u>Art Deco</u> architectural style, used as civic theater and auditorium
16	<u>Tall Pines</u>		October 16, 1980 (#80002238)	South of Hattiesburg off Memorial Drive  31°16'34"N 89°17'30"W	<u>Hattiesburg</u>	Constructed circa 1925 as country house for <u>Paul B. Johnson, Sr.</u>
17	<u>The University of Southern Mississippi Historic District</u>		March 10, 2010 (#10000063)	118 College Dr.  31°19'47"N 89°17'44"W	<u>Hattiesburg</u>	
18	<u>U.S. District Courthouse</u>		September 18, 1973 (#73001007)	Southern corner of Pine and Forrest Streets  31°19'33"N 89°17'28"W	<u>Hattiesburg</u>	Constructed in 1910 as Post Office, renovated in 1939 to serve as Courthouse
19	<u>U.S. Post Office</u>		April 21, 1983 (#83000951)	115 W. Pine Street  31°19'36"N 89°17'28"W	<u>Hattiesburg</u>	Constructed in 1934, Art Deco architectural style



PO Box 571 Jackson, MS 39205-0571
601-576-6850 • Fax 601-576-6975
mdah.state.ms.us
H. T. Holmes, Director

March 10, 2015

Johnny Taylor
JWT Consulting
PO Box 2642
Corinth, Mississippi 38835-2642

RE: Proposed Compliance improvements to housing for the City of Hattiesburg
Housing Authority, (HUD Funding), MDAH Project Log #10-145-14, Forrest/Lamar
County(s)

Dear Mr. Taylor:

We have reviewed your request for a cultural resources assessment, received on
February 24, 2015, for the above referenced projects in accordance with our
responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part
800.

The developments are potentially eligible for listing in the National Register of Historic Places
as contributing resources to a potential district for their significance as examples of
mid-century public housing. For these properties, project review request appears preliminary.
As long as the City or their architect continues to work with us in the planning for the
improvements; we have no objection with the proposed project. In the event major exterior
renovations are untaken (reconfiguration), we would need to review the more detailed plans
when they become available.

If you have any questions, please call me or Mingo Tingle, MDAH technical
preservation specialist, at (601) 576-6940.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg", is written over a horizontal line.

Greg Williamson
Review and Compliance Officer

FOR: H.T. Holmes
State Historic Preservation Officer



Tribal Directory Assessment Information

Contact Information for Tribes of Forrest County, Mississippi



1		
	Tribal Name	County Name
1		

NOTES TO USERS

The maps in this series are prepared by the National Flood Insurance Program (NFIP) and are intended to provide information on flood hazards to the public. The maps are not intended to be used as a basis for engineering or construction work. The maps are prepared from the best available information and are subject to change without notice. The maps are prepared from the best available information and are subject to change without notice. The maps are prepared from the best available information and are subject to change without notice.

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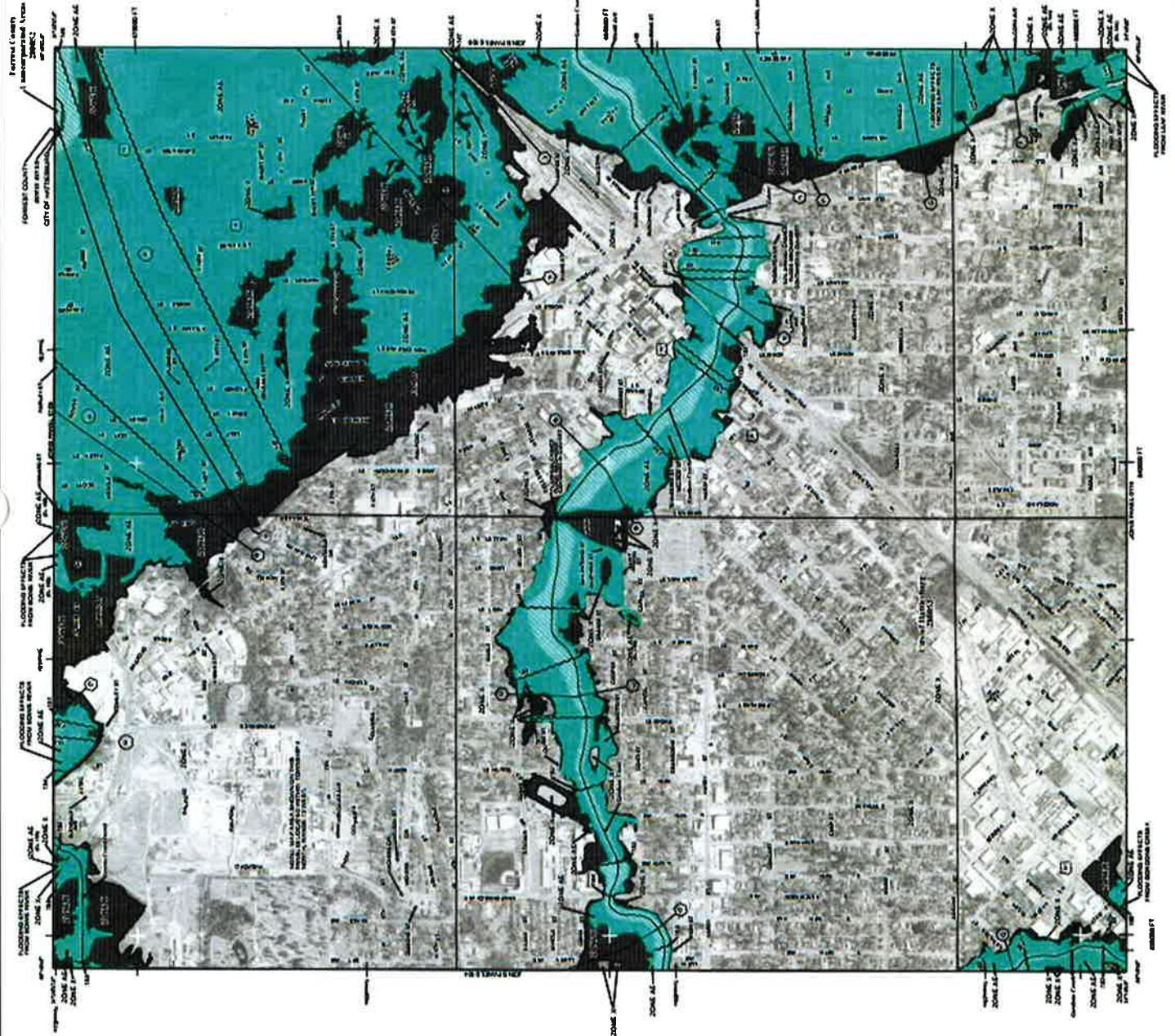
Disclaimer: Reference Maps



FORREST COUNTY AND INCORPORATED COMMUNITIES FIRM PANEL LOCATION



This map was prepared by the National Flood Insurance Program (NFIP) and is intended to provide information on flood hazards to the public. The map is not intended to be used as a basis for engineering or construction work. The map is prepared from the best available information and is subject to change without notice. The map is prepared from the best available information and is subject to change without notice. The map is prepared from the best available information and is subject to change without notice.



LEGEND

GENERAL NOTES:

- 1. The maps in this series are prepared by the National Flood Insurance Program (NFIP) and are intended to provide information on flood hazards to the public. The maps are not intended to be used as a basis for engineering or construction work. The maps are prepared from the best available information and are subject to change without notice. The maps are prepared from the best available information and are subject to change without notice. The maps are prepared from the best available information and are subject to change without notice.
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SYMBOLS:

- 1. Flood Zone AE (Special Flood Hazard Area)
- 2. Flood Zone X (Area of Moderate Flood Hazard)
- 3. Flood Zone V (Very High Flood Hazard Area)
- 4. Flood Zone D (Deep Water Flooding)
- 5. Flood Zone H (High Water Flooding)
- 6. Flood Zone I (Intermediate Water Flooding)
- 7. Flood Zone L (Low Water Flooding)
- 8. Flood Zone M (Medium Water Flooding)
- 9. Flood Zone N (Normal Water Flooding)
- 10. Flood Zone O (Other Water Flooding)

CONTOUR INTERVALS:

- 1. 1 foot
- 2. 2 feet
- 3. 3 feet
- 4. 4 feet
- 5. 5 feet
- 6. 6 feet
- 7. 7 feet
- 8. 8 feet
- 9. 9 feet
- 10. 10 feet

SCALE:

1 inch = 1 mile

FIRM

FLOOD INSURANCE RATE MAP
FORREST COUNTY, MISSISSIPPI
AND INCORPORATED AREAS

PANEL 10 OF 20
DATE: 10/1/80
BY: [Signature]
FOR: [Signature]

MAP NUMBER: 280503 0000
MAP REVISION: 0000

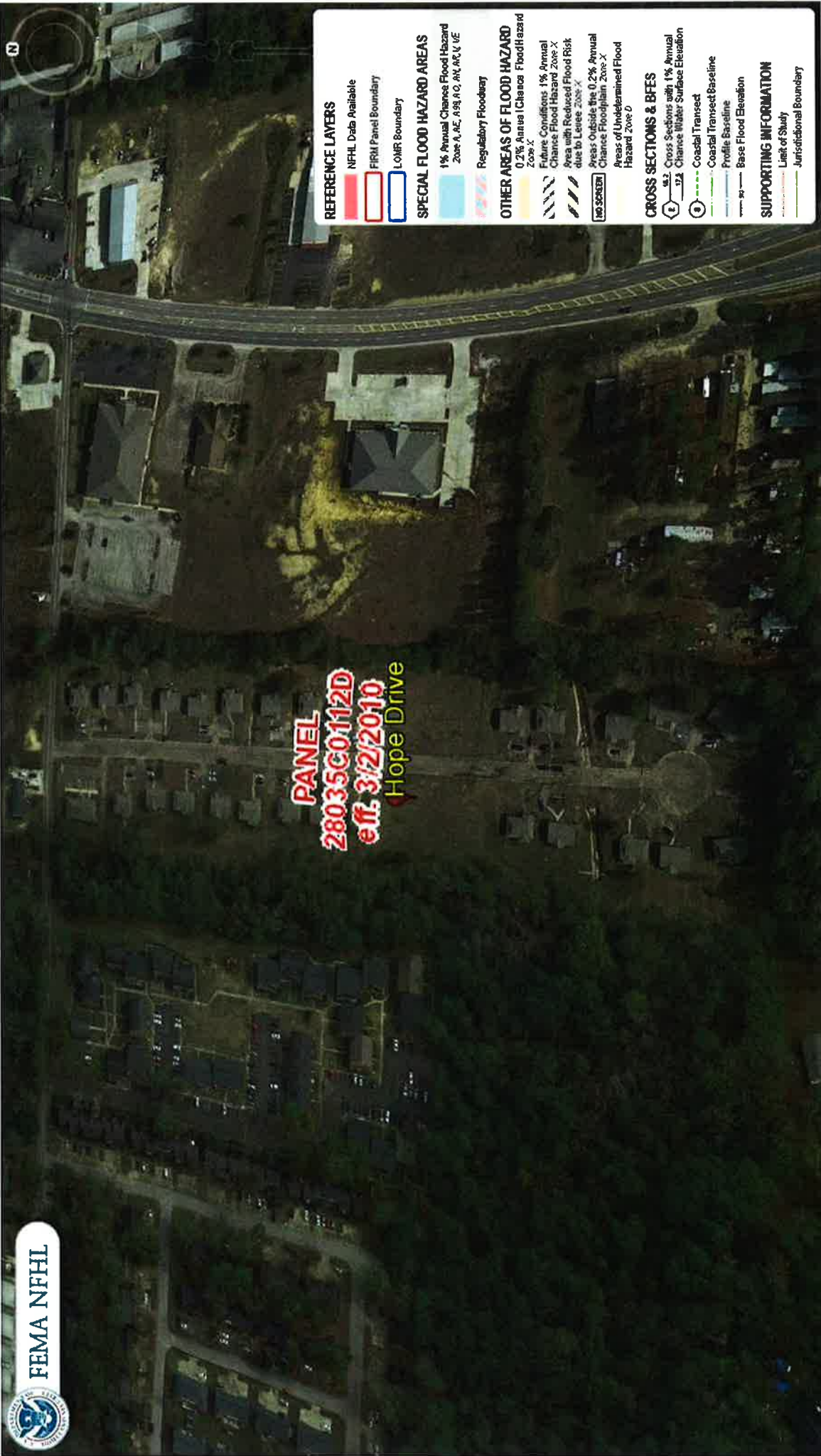
FEDERAL EMERGENCY MANAGEMENT AGENCY





FEMA NFHL

PANEL
28035C0112D
eff. 3/2/2010
Hope Drive





FEMA NFHL

Woodland Court
28035C0108D
eff. 3/2/2010

Robertson Place

REFERENCE LAYERS

- NFHL Date Available
- FIRM Panel Boundary
- LOMR Boundary

SPECIAL FLOOD HAZARD AREAS

- 1% Annual Chance Flood Hazard Zone A, AE, AH, AO, AR, AV, VE
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee Zone X
- Areas Outside the 0.2% Annual Chance Floodplain Zone X
- Areas of Undetermined Flood Hazard Zone D

CROSS SECTIONS & BFES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Traverset
- Coastal Traverset Baseline
- Profile Baseline
- Base Flood Elevation

SUPPORTING INFORMATION

- Limit of Study
- Jurisdictional Boundary

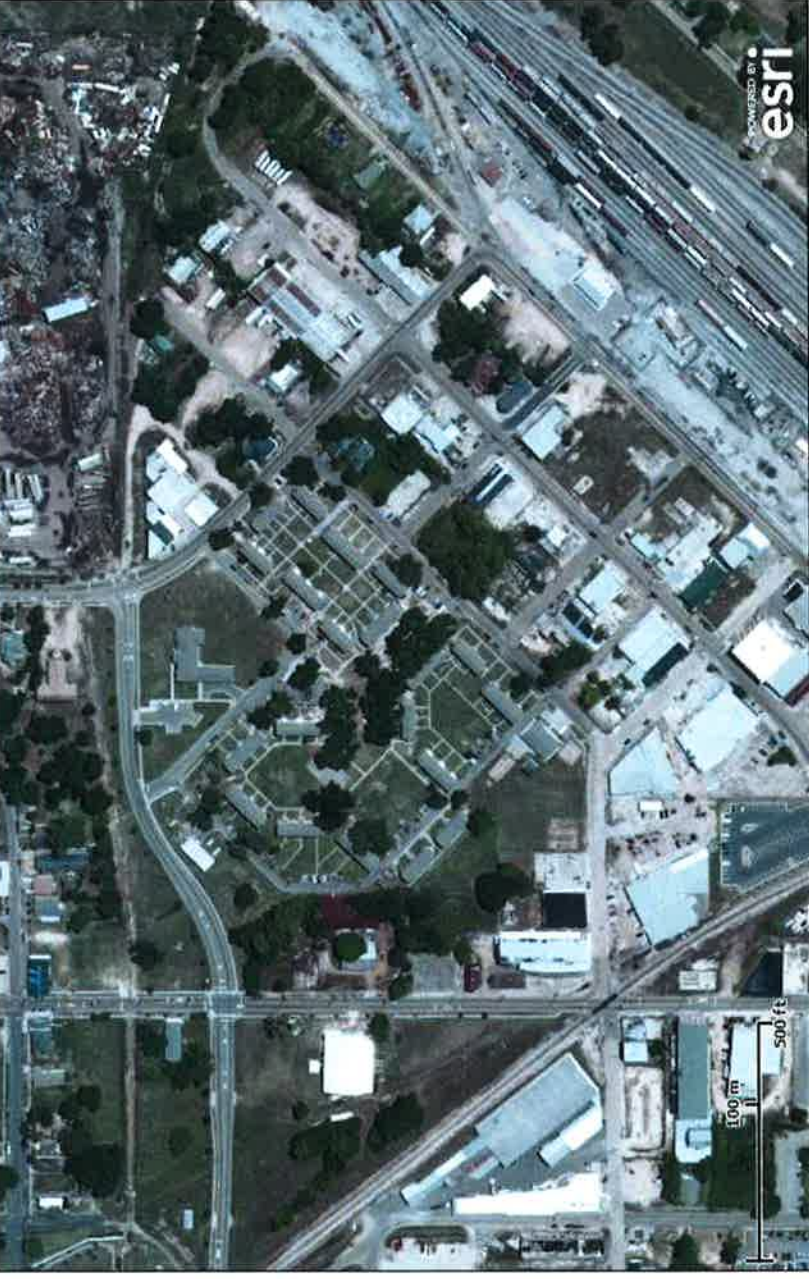


U.S. Fish and Wildlife Service

National Wetlands Inventory

Briarfield Homes
HHA

Mar 11, 2016



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

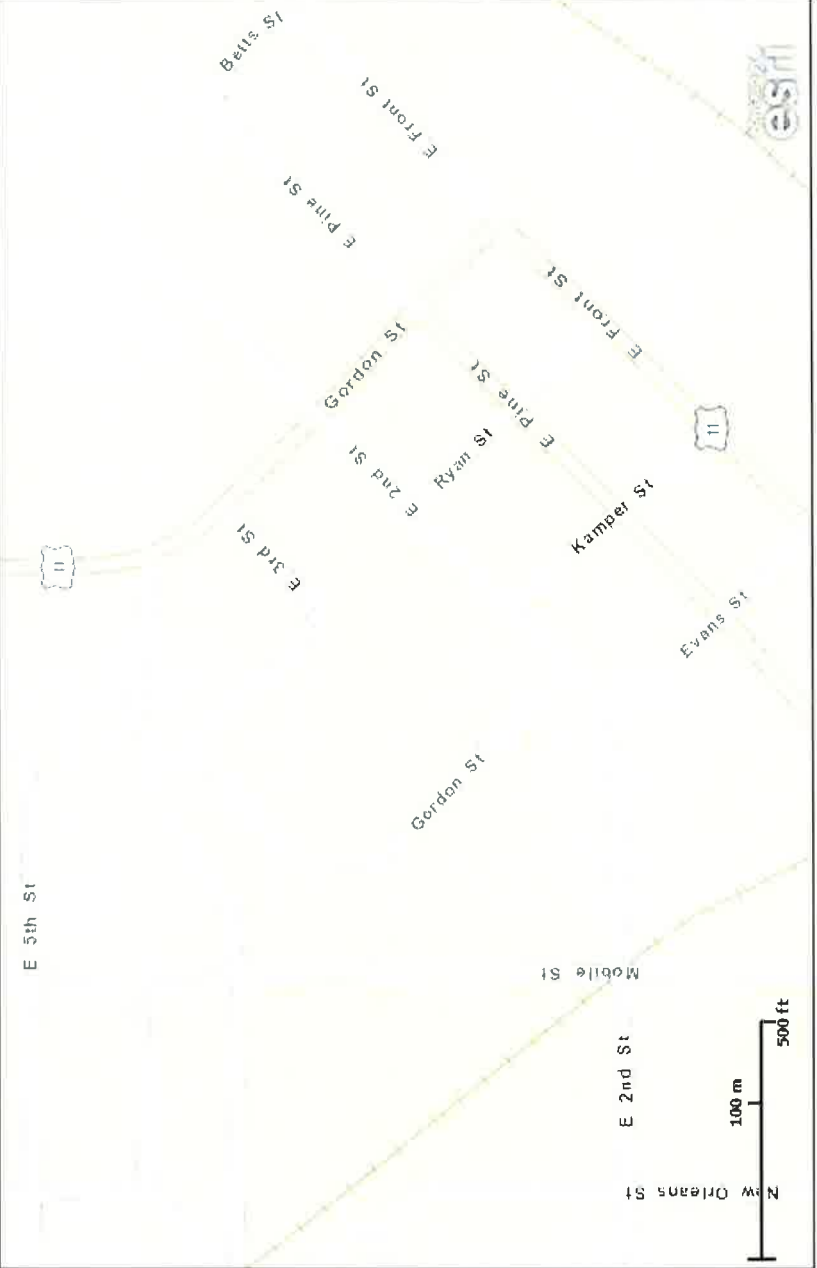


U.S. Fish and Wildlife Service

National Wetlands Inventory

Briarfield Homes
HHA

Mar 11, 2016



- Wetlands**
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User Remarks:



U.S. Fish and Wildlife Service National Wetlands Inventory

Hope Drive HHA

Mar 11, 2016



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

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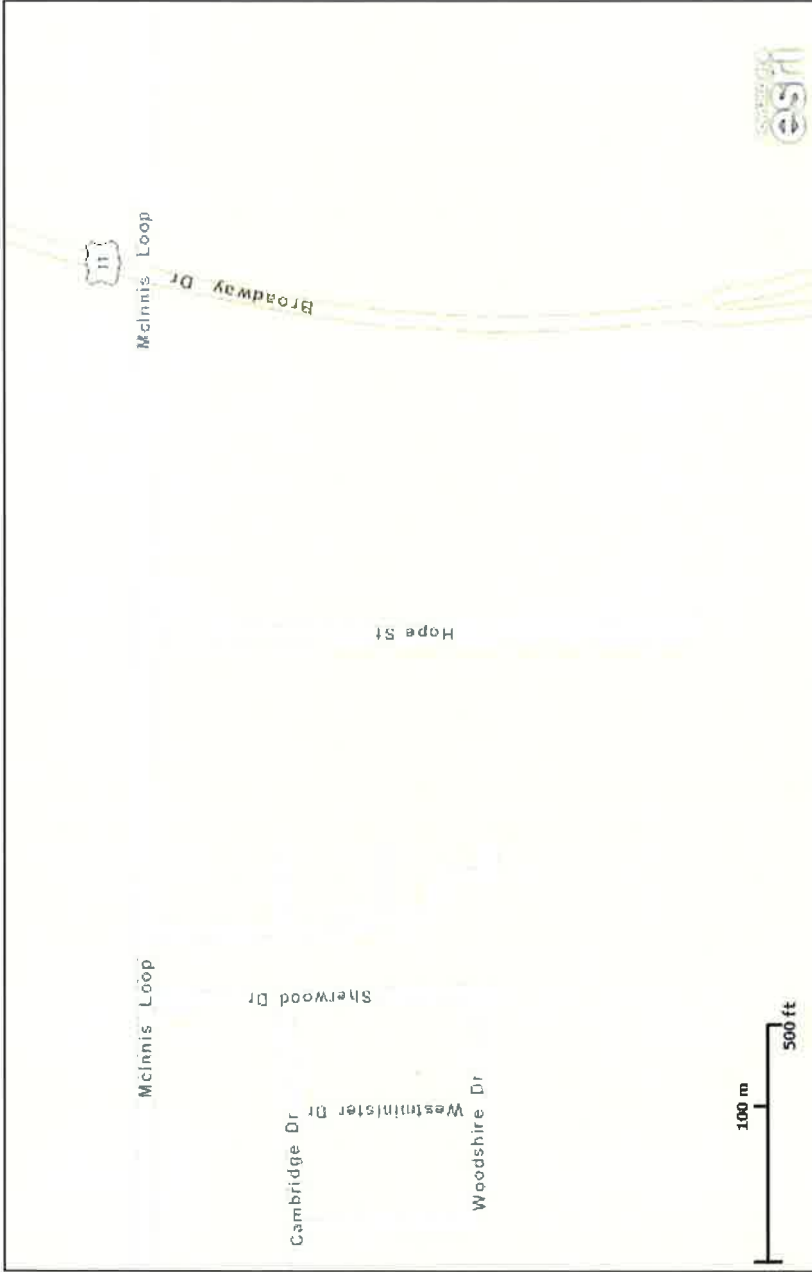
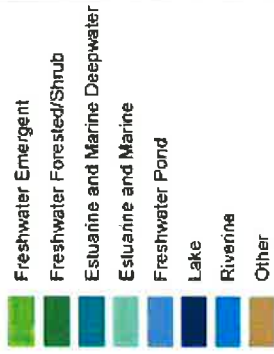
U.S. Fish and Wildlife Service

National Wetlands Inventory

Hope Drive HHA

Mar 11, 2016

Wetlands



This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:



U.S. Fish and Wildlife Service National Wetlands Inventory

Roberston Pl,
Woodland Ct HHA

Mar 11, 2016



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

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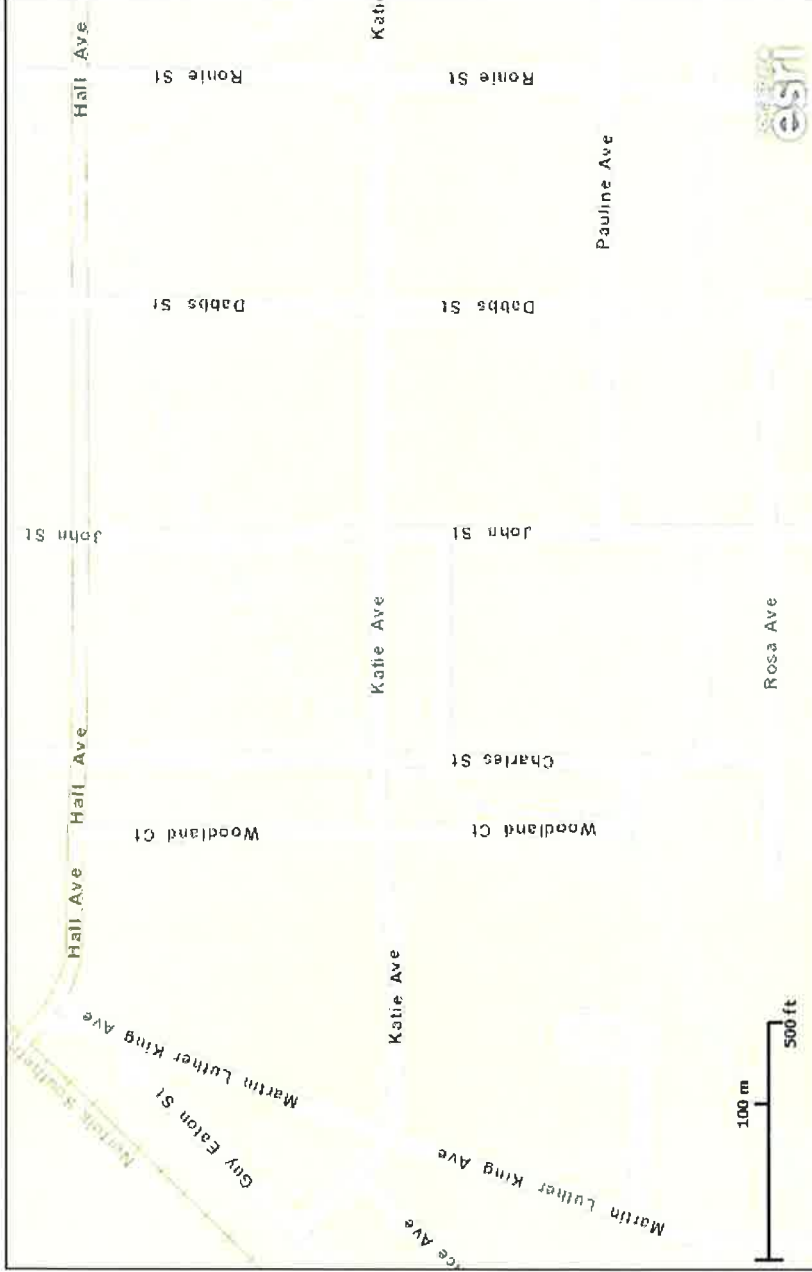
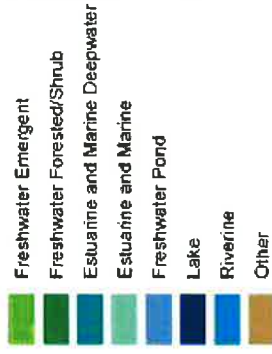
U.S. Fish and Wildlife Service

National Wetlands Inventory

Robertson Pl,
Woodland Ct HHA

Mar 11, 2016

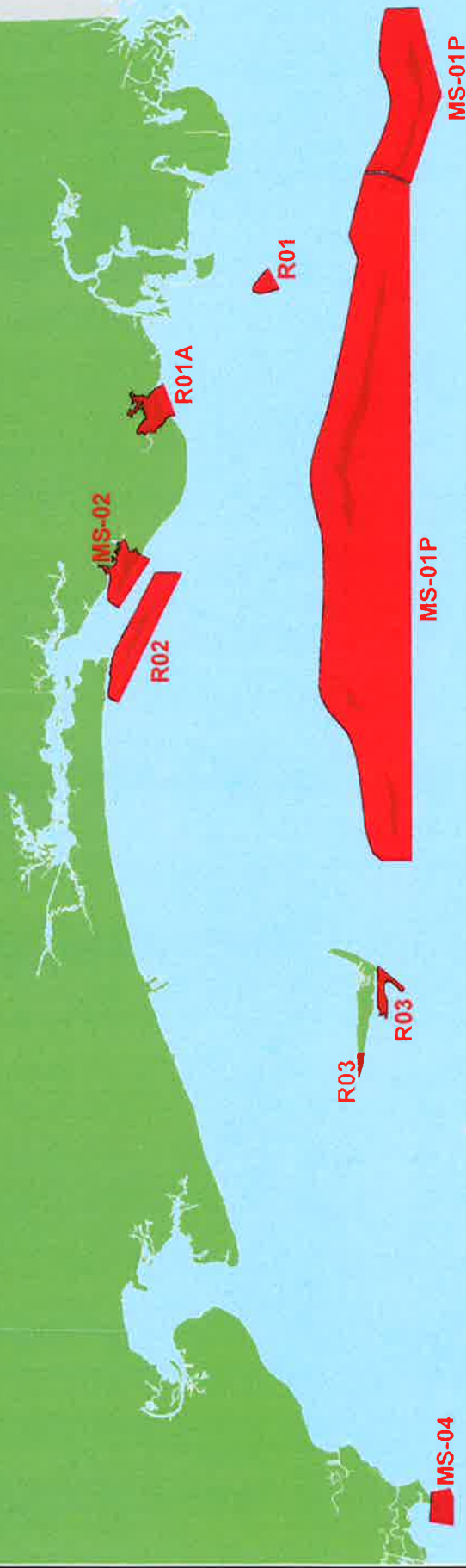
Wetlands



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User Remarks:

JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM MISSISSIPPI



Number of CBRS Units:	7
Number of System Units:	6
Number of Otherwise Protected Areas:	1
Total Acres:	32,968
Upland Acres:	4,375
Associated Aquatic Habitat Acres:	28,593
Shoreline Miles:	42

Boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) shown on this map were transferred from the official CBRS maps for this area and are depicted on this map (in red) for informational purposes only. The official CBRS maps are enacted by Congress via the Coastal Barrier Resources Act, as amended, and are maintained by the U.S. Fish and Wildlife Service. The official CBRS maps are available for download at http://www.fws.gov/habitatconservation/coastal_barrier.html.



Sole Source Aquifers in the Southeast

- Sole Source Aquifers in the Southeast
 - Biscayne Aquifer
 - Southern Hills Regional Aquifer System
 - Volusia-Floridan Aquifer

The Environmental Protection Agency (EPA) defines a sole source aquifer as an underground water source that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. These areas have no alternative drinking water source(s) that could physically, legally, and economically supply all those who depend upon the aquifer for drinking water.

The [Sole Source Aquifer Program](#) is authorized by Section 1424(e) of the Safe Drinking Water Act of 1974. Designation of an aquifer as a sole source aquifer provides EPA with the authority to review federal financially assisted projects planned for the area to determine their potential for contaminating the aquifer.

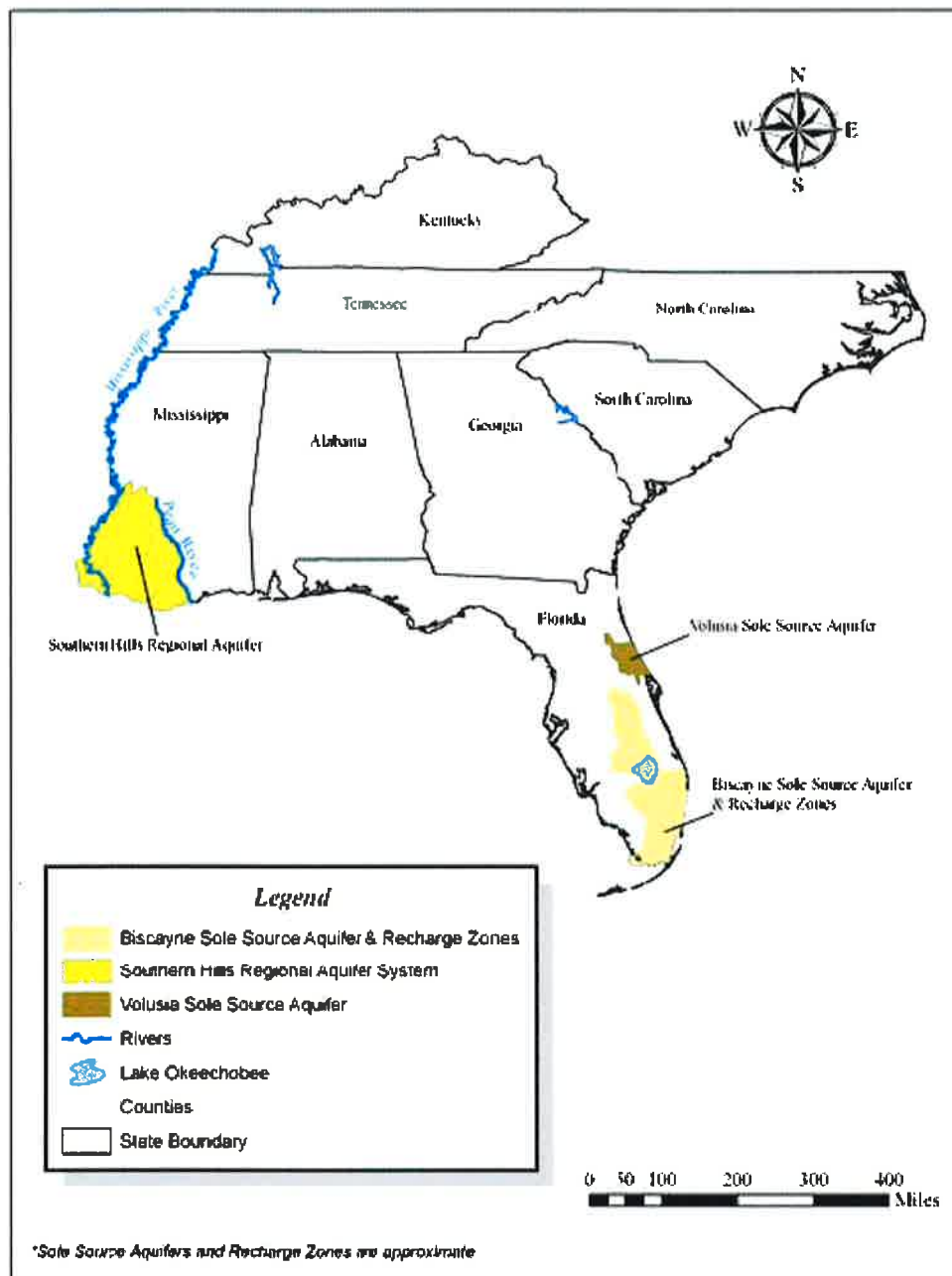
Federally funded projects reviewed by EPA under the Sole Source Aquifer Program may include, but are not limited to, highway improvements and new road construction, public water supply wells, transmission lines, wastewater treatment facilities, construction projects involving disposal of storm water, and agricultural projects involving management of animal waste. Proposed projects that are funded entirely by state, local, or private concerns are not subject to EPA review.

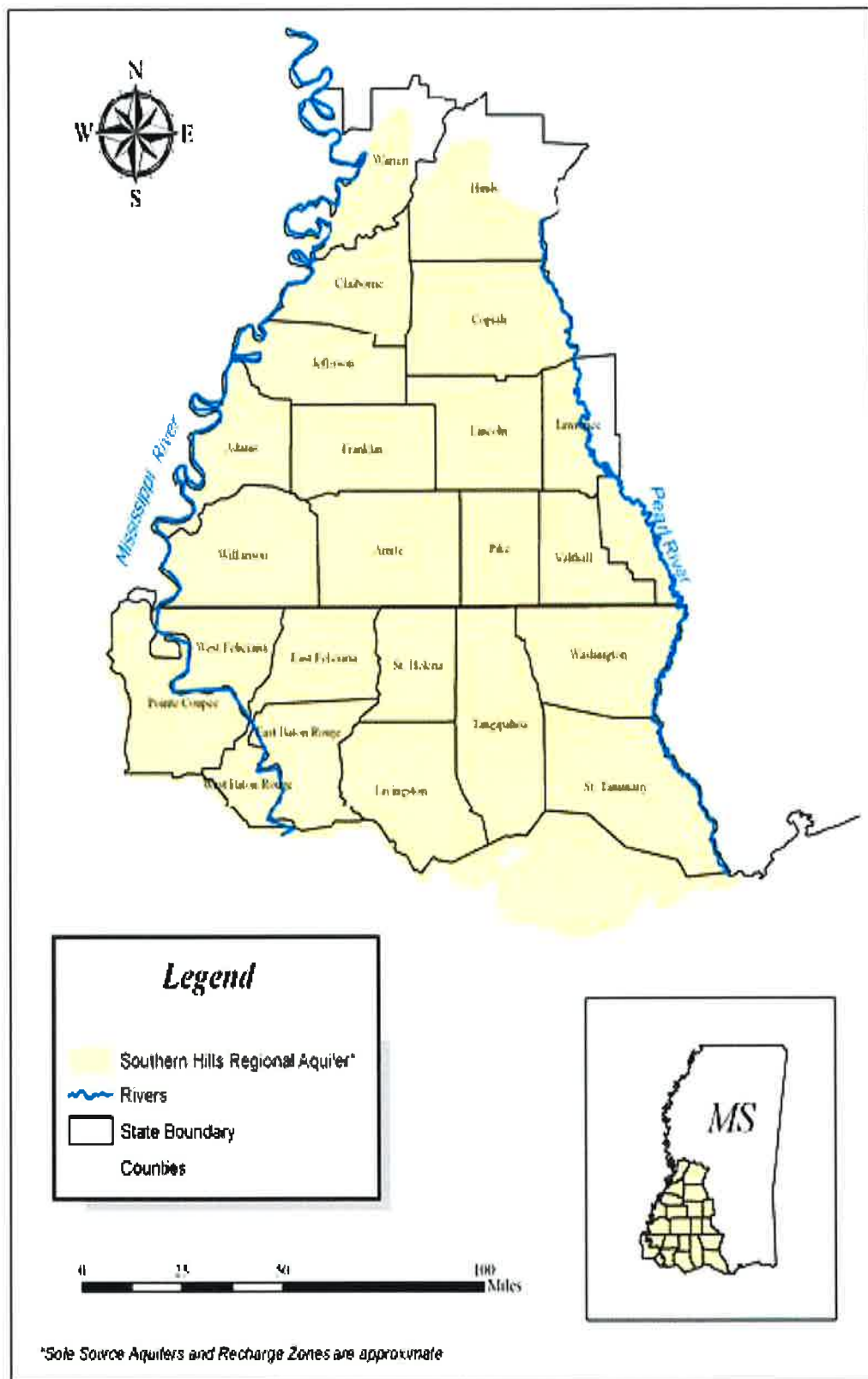
Sole Source Aquifers in the Southeast

EPA has designated three sole source aquifers that are entirely or partially within Region 4:

- Biscayne Aquifer in south Florida
- [Southern Hills Regional Aquifer System](#) in eastern Louisiana and southwestern Mississippi
- Volusia-Floridan Aquifer in east-central Florida.

Approximate Boundaries of Region 4 Sole Source Aquifers





The designation area covers all of ten parishes in Louisiana (E. Baton Rouge, E. Feliciana, Livingston, Pointe Coupee, St. Helena, St. Tammany, Tangipahoa, Washington, W. Baton Rouge and W. Feliciana) and in Mississippi all of ten counties (Adams, Amite, Claiborne, Copiah, Franklin, Jefferson, Lincoln, Pike, Walthall and Wilkinson) as well as the parts of Hinds and Warren Counties underlain by the Catahoula Sandstone, and those portions of Marion and Lawrence Counties west of the Pearl River.



Species Reports

Environmental Conservation

Species By County Report

The following report contains Species that are known to or are believed to occur in this county. Species with range unrefined past the state level are now excluded from this report.

County: Forrest, MS

<u>Group</u>	<u>Name</u>	<u>Population</u>	<u>Status</u>	<u>Lead Office</u>	<u>Recovery Plan Name</u>	<u>Recovery Plan Action Status</u>	<u>Recovery Plan Stage</u>
Birds	<u>Red-cockaded woodpecker</u> (<i>Picoides borealis</i>)	Entire	Endangered	<u>Mississippi Ecological Services Field Office</u>	<u>Red-cockaded Woodpecker Recovery Plan, Second Revision</u>	<u>Implementation Progress</u>	Final Revision 2
	<u>Wood stork</u> (<i>Mycteria americana</i>)	AL, FL, GA, MS, NC, SC	Threatened	<u>North Florida Ecological Services Field Office</u>	<u>Revised Recovery Plan for the U.S. Breeding Population of the Wood Stork</u>	<u>Implementation Progress</u>	Final Revision 1
Ferns and Allies	<u>Louisiana quillwort</u> (<i>Isoetes louisianensis</i>)		Endangered	<u>Mississippi Ecological Services Field Office</u>	<u>Louisiana Quillwort</u>	<u>Implementation Progress</u>	Final
Fishes	<u>Atlantic sturgeon</u> (<u>Gulf subspecies</u>) (<i>Acipenser</i>)	Entire	Threatened	<u>Panama City Ecological Services</u>	<u>Gulf Sturgeon</u>	<u>Implementation Progress</u>	Final

Field Office

oxyrinchus
(=oxyrhynchus)
desotoi)

Pearl darter
(Percina aurora)

Candidate

Assistant Regional
Director- Ecological
Services

-

-

-

Mammals

Louisiana black bear
(Ursus americanus
luteolus)

Entire

Recovery

Louisiana Ecological
Services Field Office

Louisiana Black
Bear

Implementation
Progress

Final

American black bear
(Ursus americanus)

County range of
LA b. bear

Similarity of
Appearance
(Threatened)

Office of the
Regional Director

Reptiles

Yellow-blotched
map turtle
(Graptemys
flavimaculata)

Entire

Threatened

Mississippi
Ecological Services
Field Office

Yellow-Blotched
Map Turtle

Implementation
Progress

Final

Black pine snake
(Pituophis
melanoleucus
lodingi)

Threatened

Mississippi
Ecological Services
Field Office

-

-

-

Gopher tortoise
(Gopherus
polyphemus)

West of Mobile
and Tombigbee
Rivers

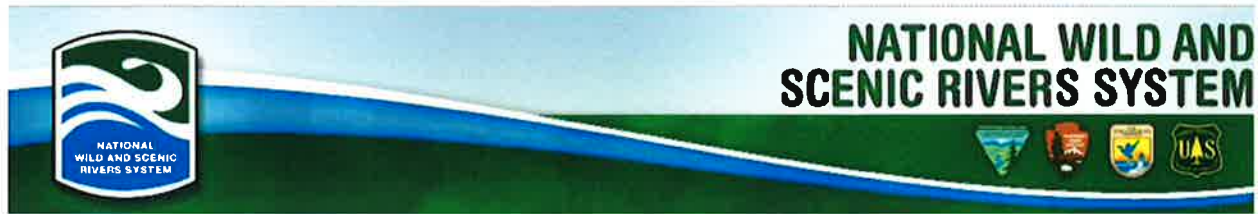
Threatened

Mississippi
Ecological Services
Field Office

Gopher Tortoise

Implementation
Progress

Final



Mississippi has approximately 81,316 miles of river, of which 21 miles of one river are designated as wild & scenic—less than 3/100ths of 1% of the state's river miles.

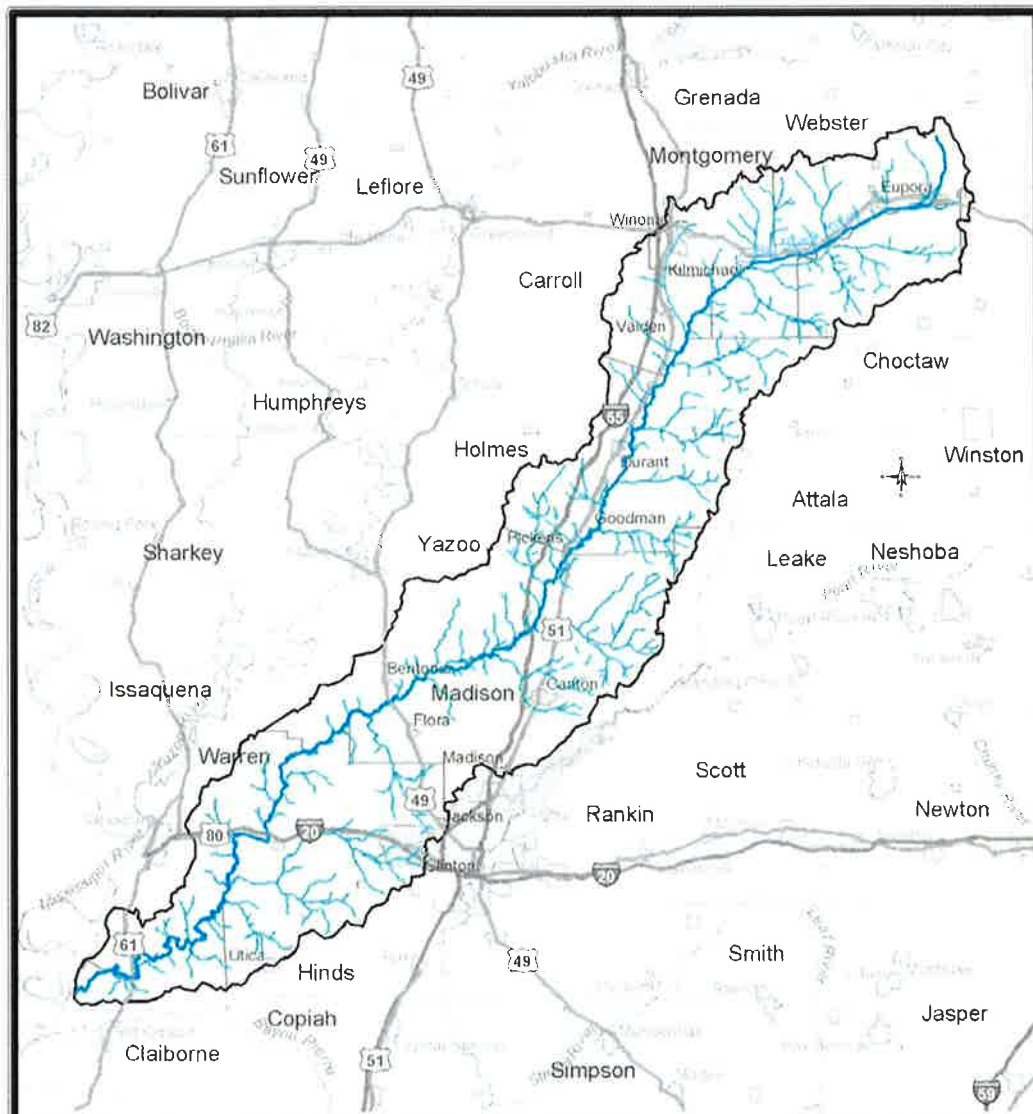
Managing Agency: U.S. Forest Service, DeSoto National Forest, 654 West Frontage Road Wiggins, Mississippi 39577

Designated Reach: October 30, 1986. The segment from Fairley Bridge Landing upstream to Moody's Landing.

Classification/Mileage: Scenic — 21.0 miles; Total — 21.0 miles.

Black Creek

This scenic southern river features deep, black water, colorful vertical bluffs and contrasting white sand bars as it follows a meandering course through Mississippi's coastal plain. Plants flourish and wildlife abounds. Trees and flowering shrubs overhang the banks. Wood ducks and otters are often seen by those visiting the stream. The river and area provide a variety of opportunities for backpacking and fishing and six launch points provide for canoeing. Primitive camping is allowed all along the stream within the National Forest, and a number of trails can be accessed near the river.

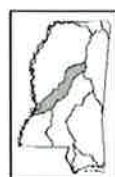


Big Black River Basin Water Quality Standards

This map produced by the Department of Environmental Quality (MDEQ), Office of Pollution Control, Surface Water Division, Water Quality Assessment Branch, Data Management Section on 15 February 2001.

This map is contained in the State of Mississippi Water Quality Criteria for Intrastate, Interstate, and Coastal Waters, Adopted 2002
Map Projection: Mississippi Transverse Mercator

The Mississippi Department of Environmental Quality makes no warranties, expressed or implied, as to the accuracy, completeness, currentness, reliability, or suitability for any particular purpose, of the data contained on this map.



Mississippi Basins

Scale: 1:1,200,000
5 0 5 10 15 20 Miles

Legend

- | | | | |
|--|----------------------|--|-------------------|
| | Public Water Supply | | Interstate |
| | Shellfish Harvesting | | US Highway |
| | Recreation | | County Boundary |
| | Ephemeral Stream | | Basin Boundary |
| | Fish & Wildlife | | City |
| | | | Major River |
| | | | Reservoir or Lake |

OWM (ms) 01/01/01 10:00 AM

Air Quality Information

Publications

[Ozone Action Days: A Special Alert for People with Asthma and Other Respiratory Problems](#)

[Asthma, Air Quality, and Environmental Justice: EPA's Role in Asthma Education and Prevention](#)

[Reformulated Gasoline: A Major Step Toward Clean Air](#)

[EPA Air Quality Trends](#) (via Headquarters)

[National Air Pollutant Emission Trends, 1900-1998](#) (via Headquarters)

[TTNWeb – Technology Transfer Network](#)

[New Ambient Air Monitoring Regulations](#)

[Pursuant to 40 CFR 58.10, States are required to prepare and seek comment on a network monitoring plan annually. This page contains links to State and local ambient air monitoring plans for 2007. Additional links will be added as they become available.](#)

National Maps of Air Quality Non-Attainment Areas

Ozone, 1 hour

Ozone, 8 hour

Carbon Monoxide

Lead

Nitrogen Dioxide

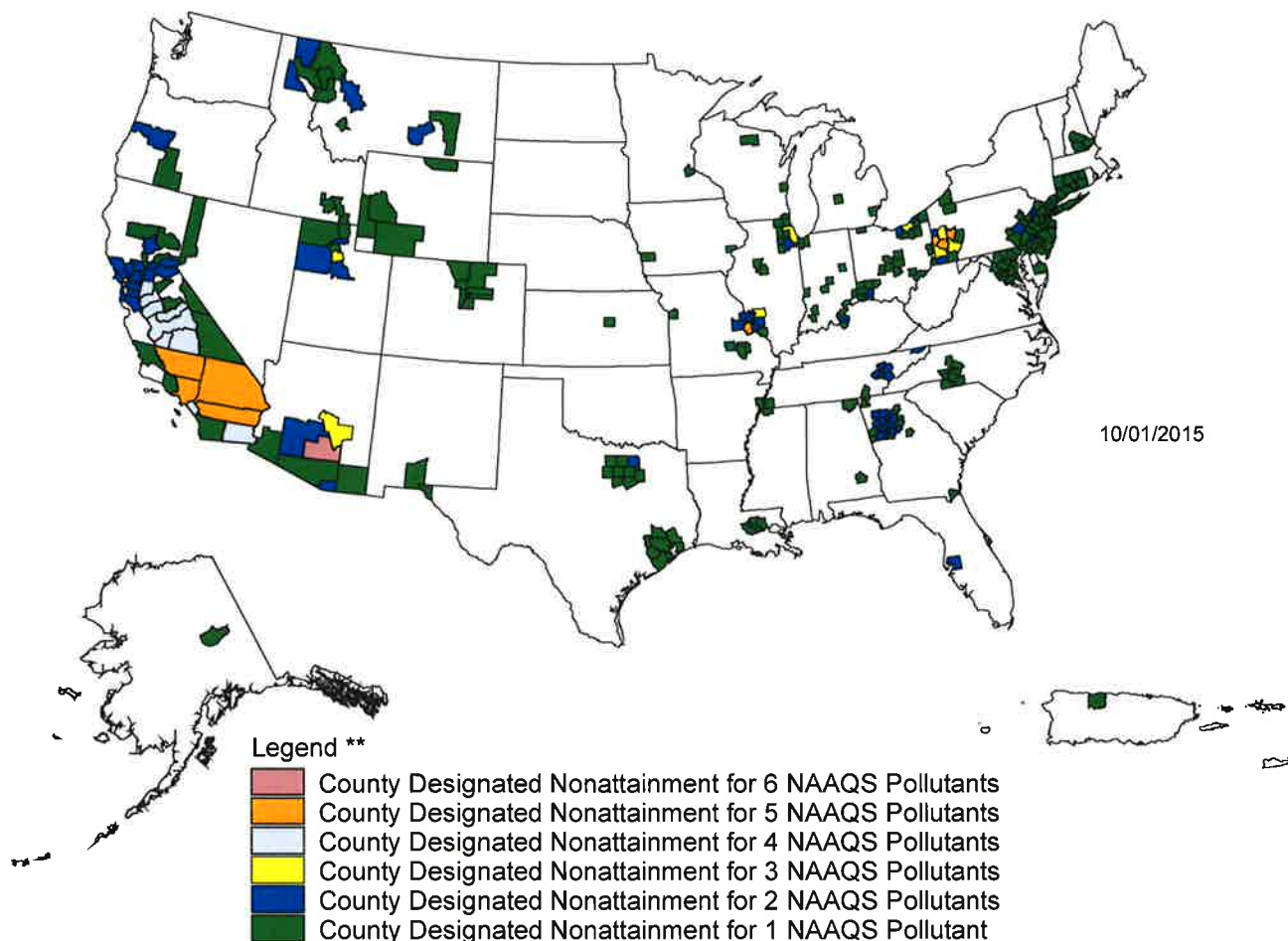
Sulfur Dioxide

Particulate Matter - 2.5 microns (PM-2.5)

Particulate Matter – 10 microns (PM-10)

Counties Designated "Nonattainment"

for Clean Air Act's National Ambient Air Quality Standards (NAAQS) *



Guam - Piti and Tanguisson Counties are designated nonattainment for the SO₂ NAAQS

* The National Ambient Air Quality Standards (NAAQS) are health standards for Carbon Monoxide, Lead (1978 and 2008), Nitrogen Dioxide, 8-hour Ozone (2008), Particulate Matter (PM-10 and PM-2.5 (1997, 2006 and 2012), and Sulfur Dioxide.(1971 and 2010)

** Included in the counts are counties designated for NAAQS and revised NAAQS pollutants. Revoked 1-hour (1979) and 8-hour Ozone (1997) are excluded. Partial counties, those with part of the county designated nonattainment and part attainment, are shown as full counties on the map.



United States Environmental Protection Agency

Nonattainment Areas Map – Criteria Air Pollutants

Geographic Area: Mississippi

Pollutant:

Mississippi has no Carbon Monoxide nonattainment areas.

Mississippi has no Nitrogen Dioxide nonattainment areas.

Mississippi has one (1) Ozone (8-hour) nonattainment area.

Mississippi has no Sulfur Dioxide nonattainment areas.

Mississippi has no Particulate (size < 2.5 micrometers) nonattainment areas.

Mississippi has no Particulate (size < 10 micrometers) nonattainment areas.

Mississippi has no Lead (in particulate) nonattainment areas.

Disclaimer: Nonattainment information for this map is provided by the EPA Office of Air Quality Planning and Standards, and is based on air monitoring data in EPA's Air Quality System (AQS) database. The nonattainment designations in this map were in effect as of December 16, 2008. For detailed information about nonattainment areas, see the [Green Book](#) Web site. **(Green Book Map attached)**

Memphis, TN-MS-AR 2008 8-hour Ozone Nonattainment Area

ARKANSAS

-Crittenden Co

MISSISSIPPI

-De Soto Co (P)

TENNESSEE

-Shelby Co

Memphis, TN-AR 1997 8-hour Ozone Nonattainment Area

ARKANSAS

-Crittenden Co

TENNESSEE

-Shelby Co

Memphis Urban Area MPO

TENNESSEE

-Fayette Co (P)

-Shelby Co

MISSISSIPPI

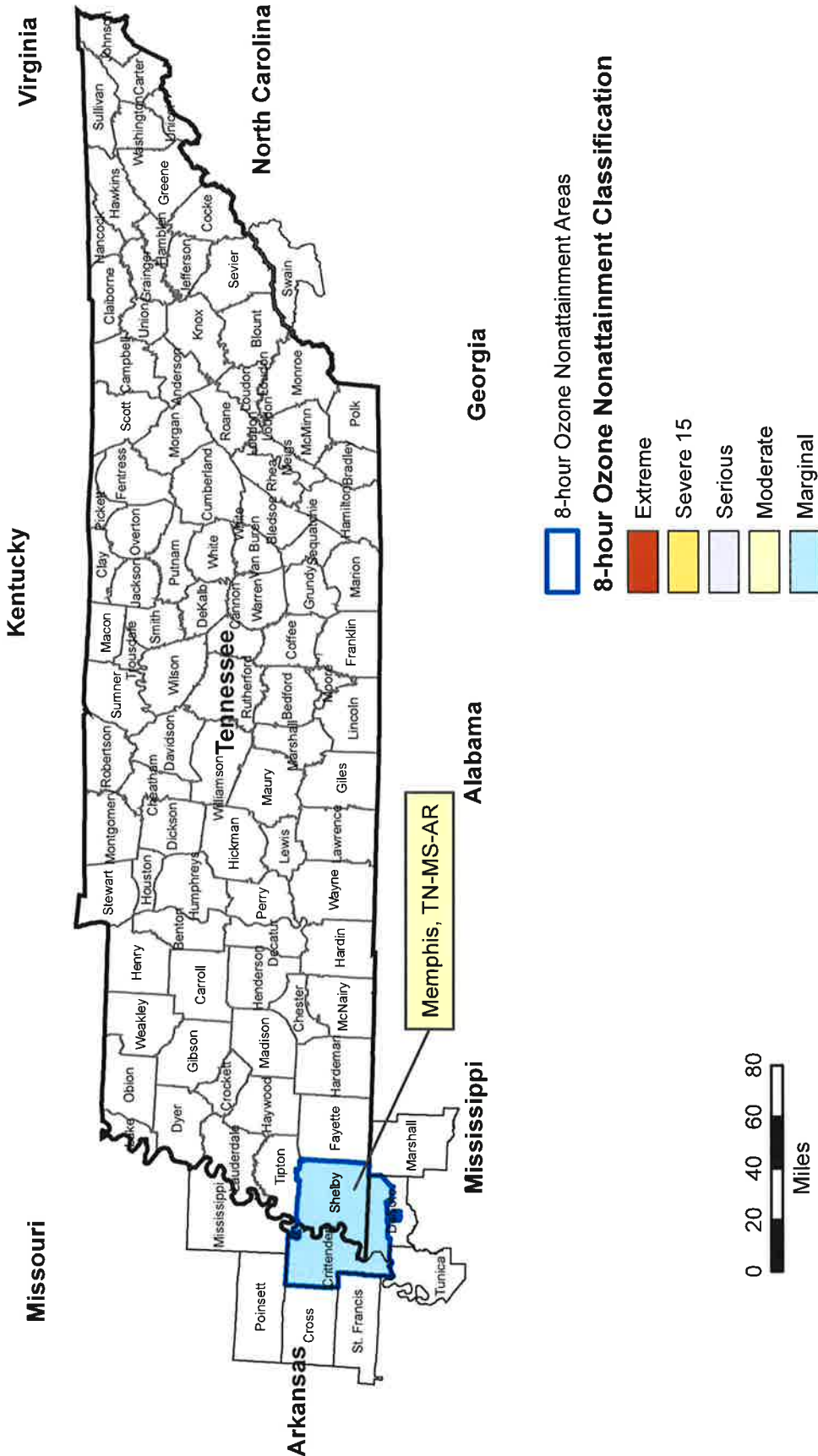
-Desoto Co (P)

West Memphis-Marion Area Transportation Study

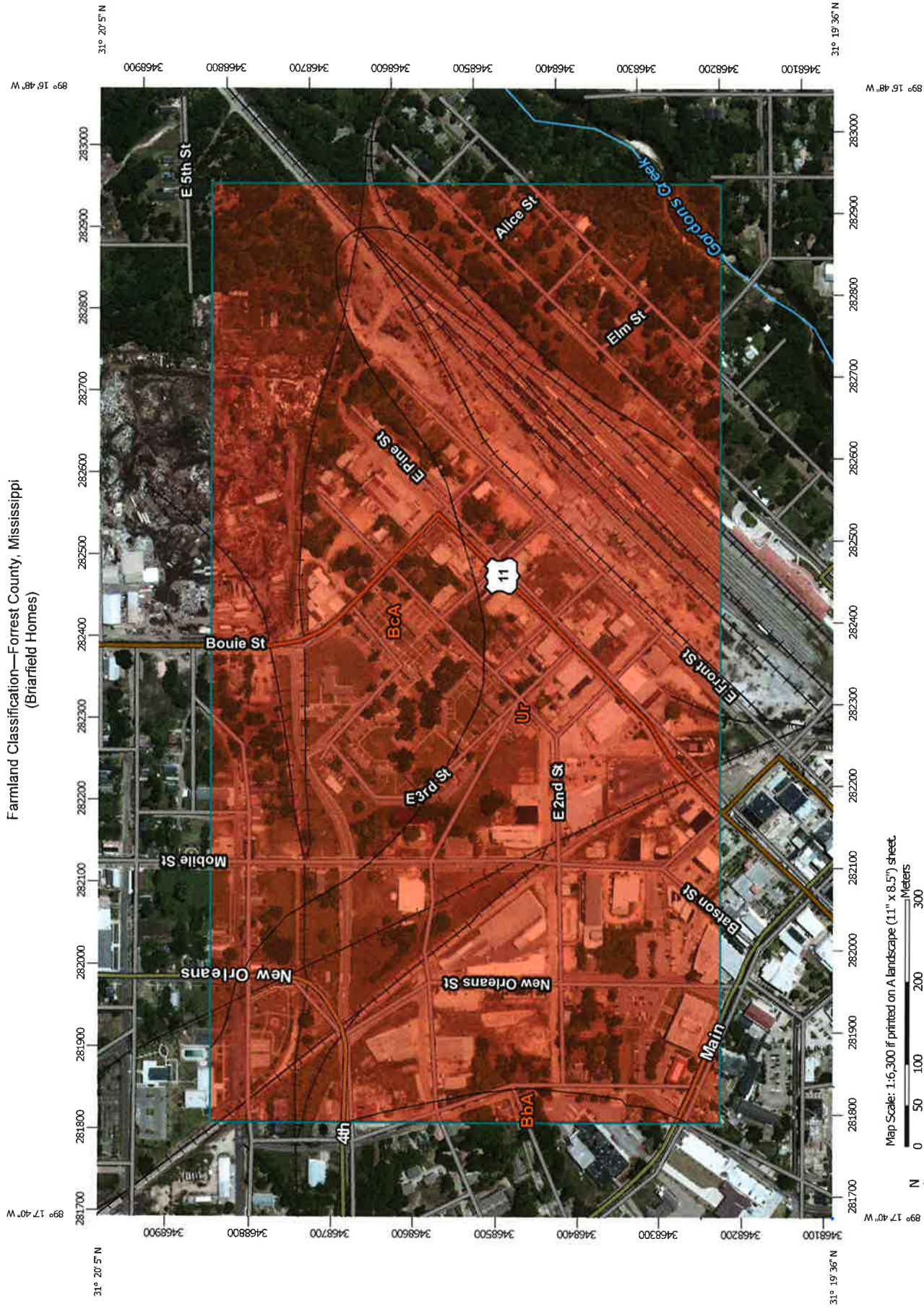
ARKANSAS

-Crittenden Co (P)

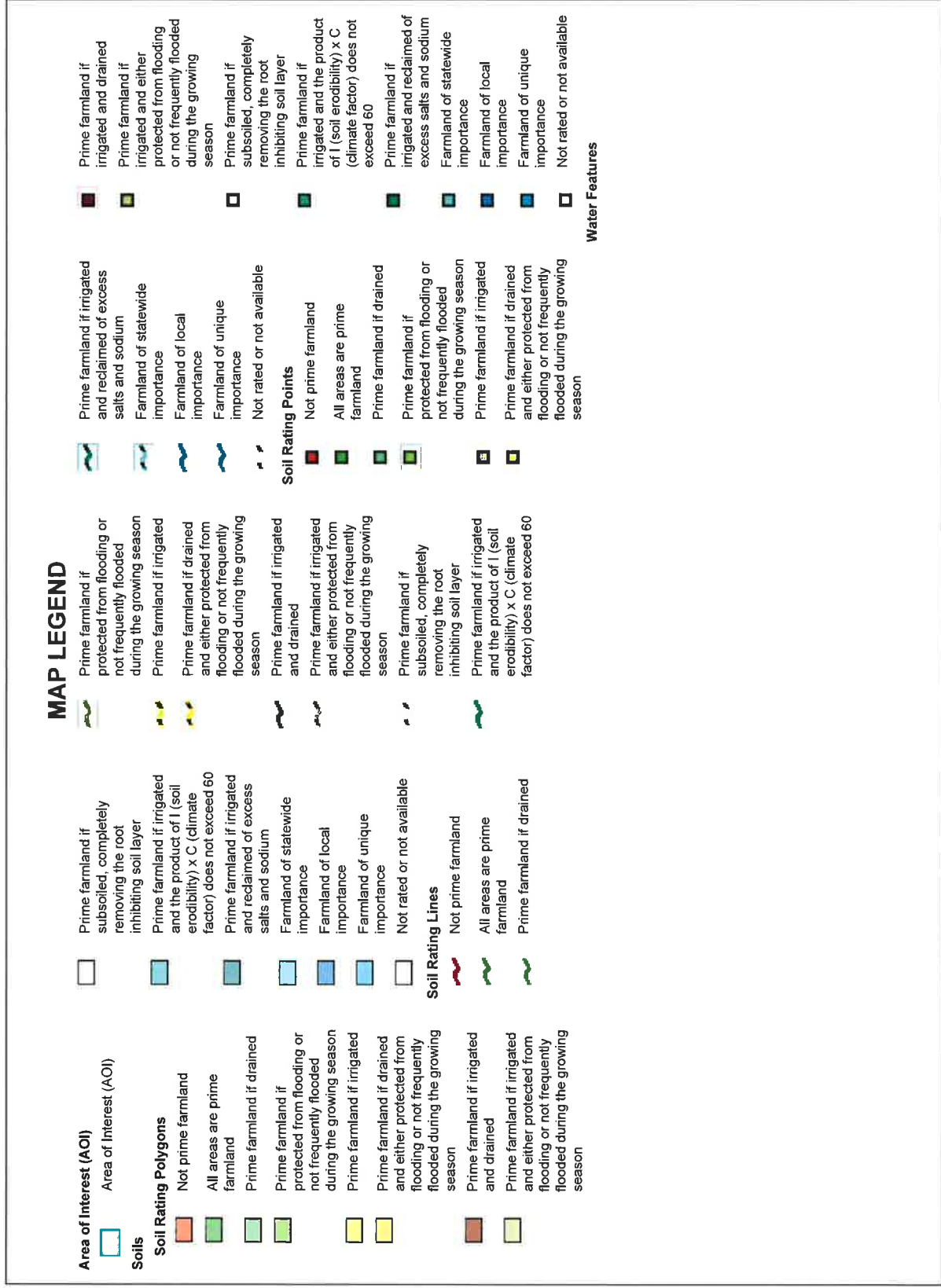
Updated: 07/26/2013



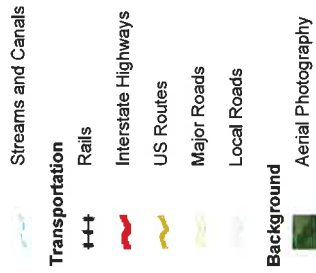
Farmland Classification—Forrest County, Mississippi
(Briarfield Homes)



Farmland Classification—Forrest County, Mississippi (Briarfield Homes)



MAP INFORMATION



The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Forrest County, Mississippi
Survey Area Data: Version 10, Sep 24, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 22, 2010—May 6, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Farmland Classification

Farmland Classification— Summary by Map Unit — Forrest County, Mississippi (MS035)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BbA	Bassfield-Urban land complex, 0 to 2 percent slopes	Not prime farmland	2.7	1.5%
BcA	Bassfield-Urban land complex, occasionally flooded	Not prime farmland	77.7	44.1%
Ur	Urban land	Not prime farmland	95.7	54.4%
Totals for Area of Interest			176.1	100.0%

Description

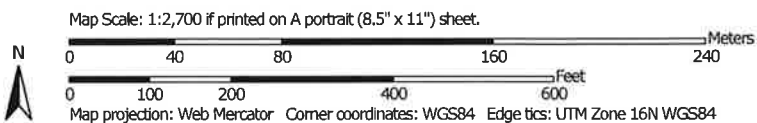
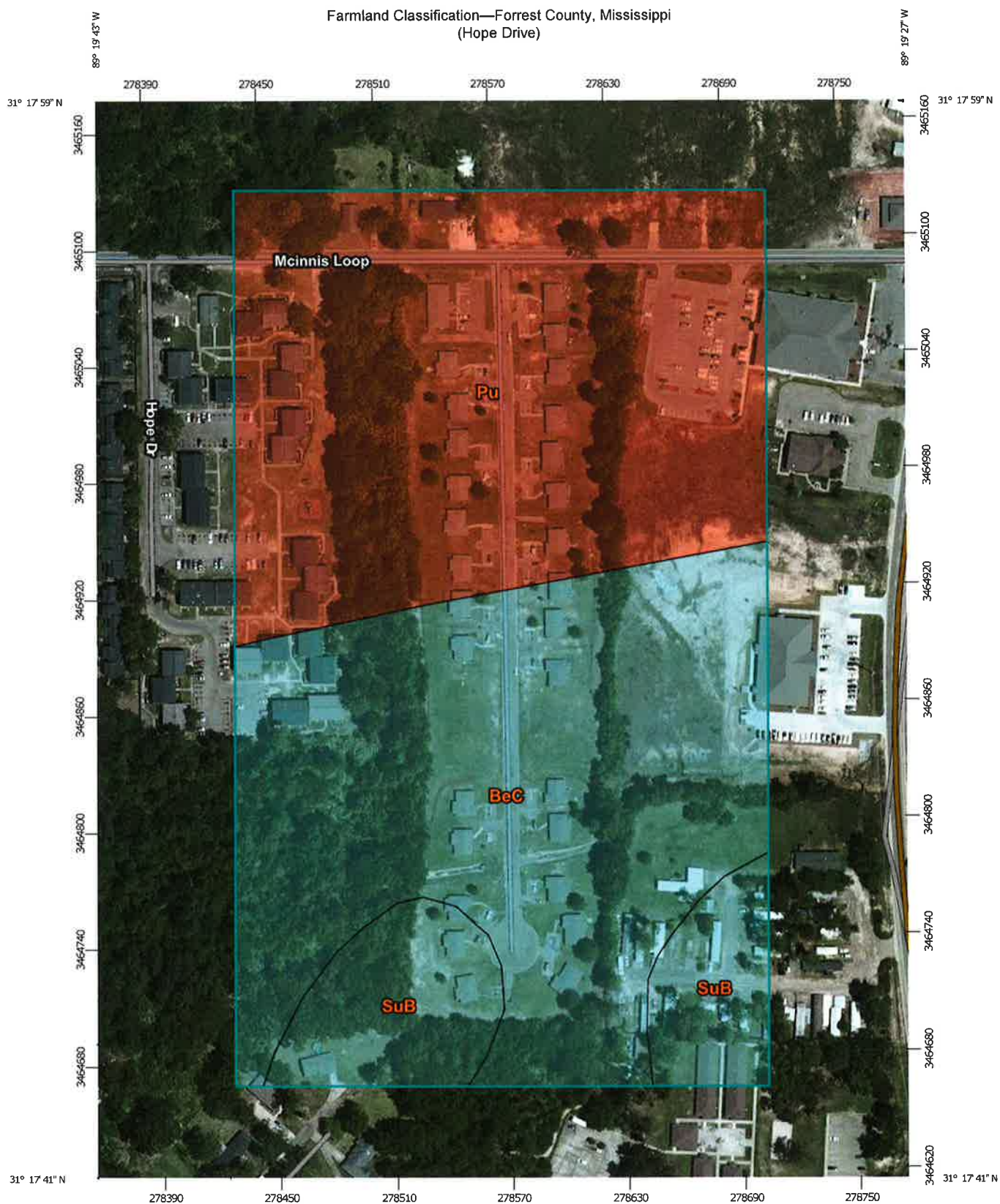
Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Farmland Classification—Forrest County, Mississippi (Hope Drive)

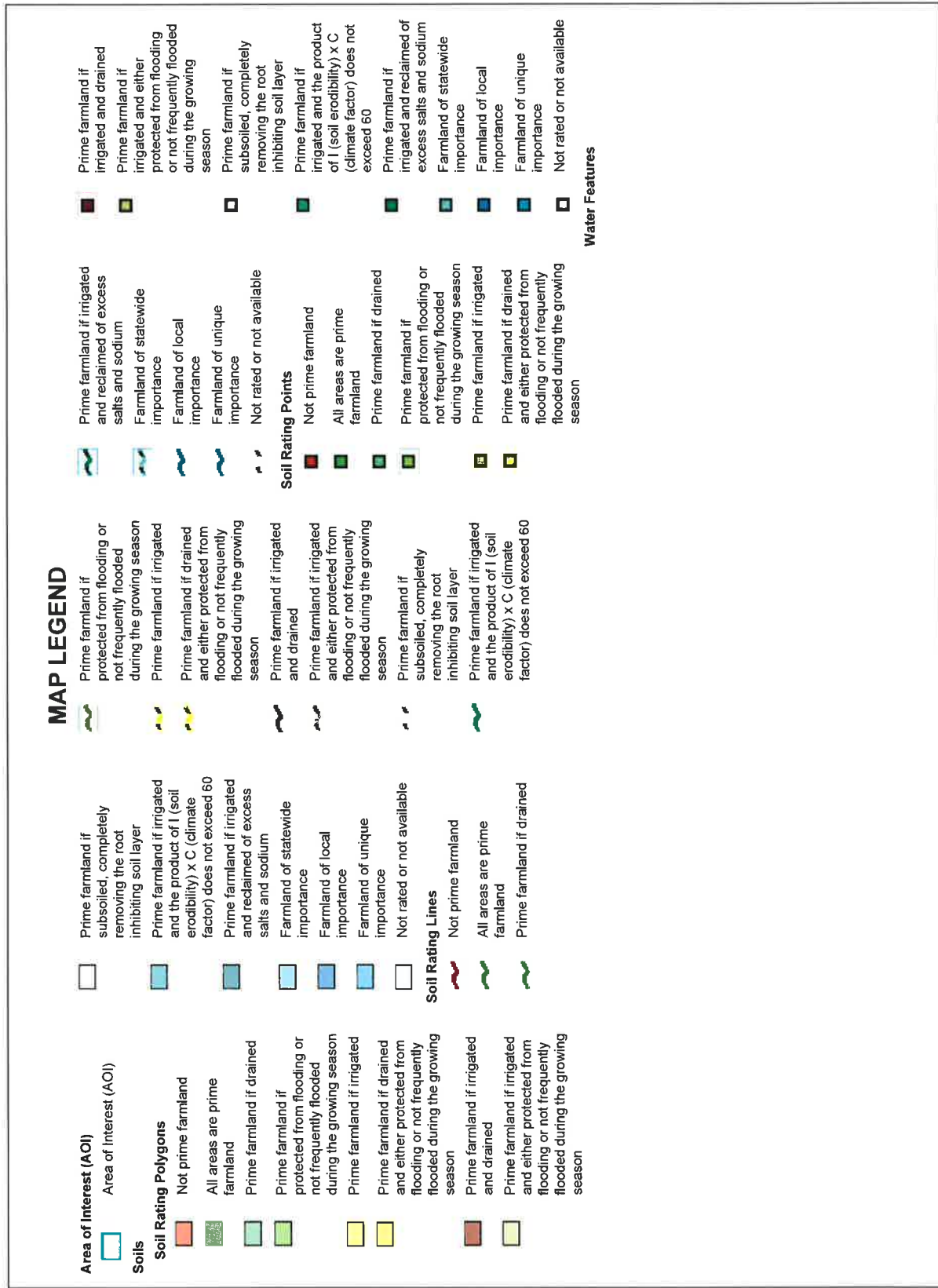


Natural Resources
Conservation Service

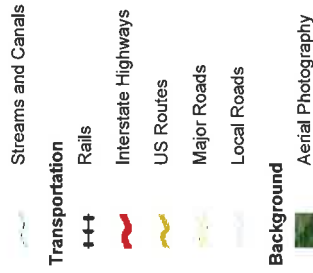
Web Soil Survey
National Cooperative Soil Survey

3/11/2016
Page 1 of 4

Farmland Classification—Forrest County, Mississippi (Hope Drive)



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Farmland Classification

Farmland Classification— Summary by Map Unit — Forrest County, Mississippi (MS035)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BeC	Benndale fine sandy loam, 5 to 8 percent slopes	Farmland of statewide importance	13.7	43.6%
Pu	Prentiss-Urban land complex	Not prime farmland	14.1	44.9%
SuB	Susquehanna silt loam, 2 to 5 percent slopes	Farmland of statewide importance	3.6	11.5%
Totals for Area of Interest			31.5	100.0%

Description

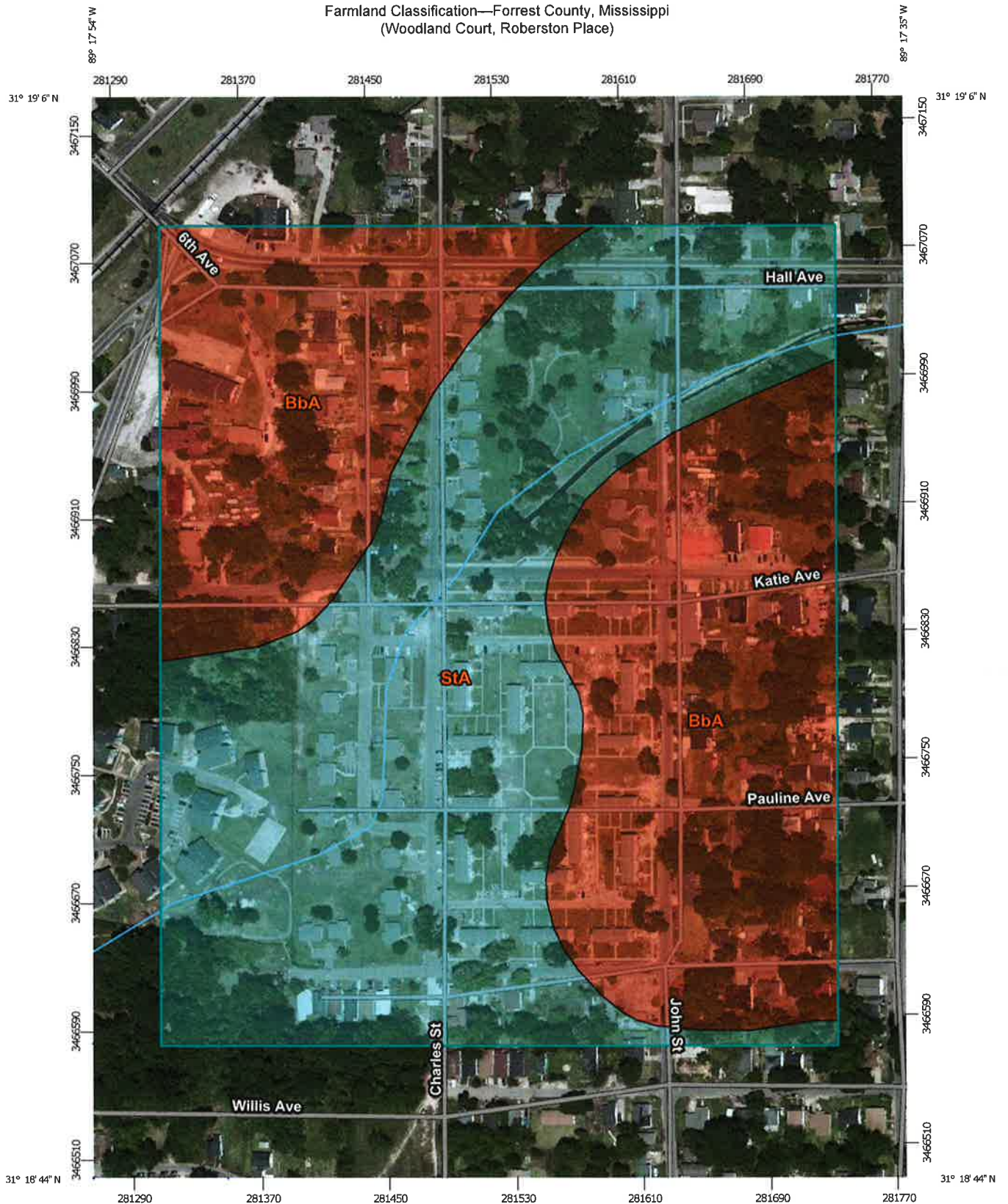
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Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Farmland Classification—Forrest County, Mississippi
(Woodland Court, Roberston Place)



Map Scale: 1:3,300 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

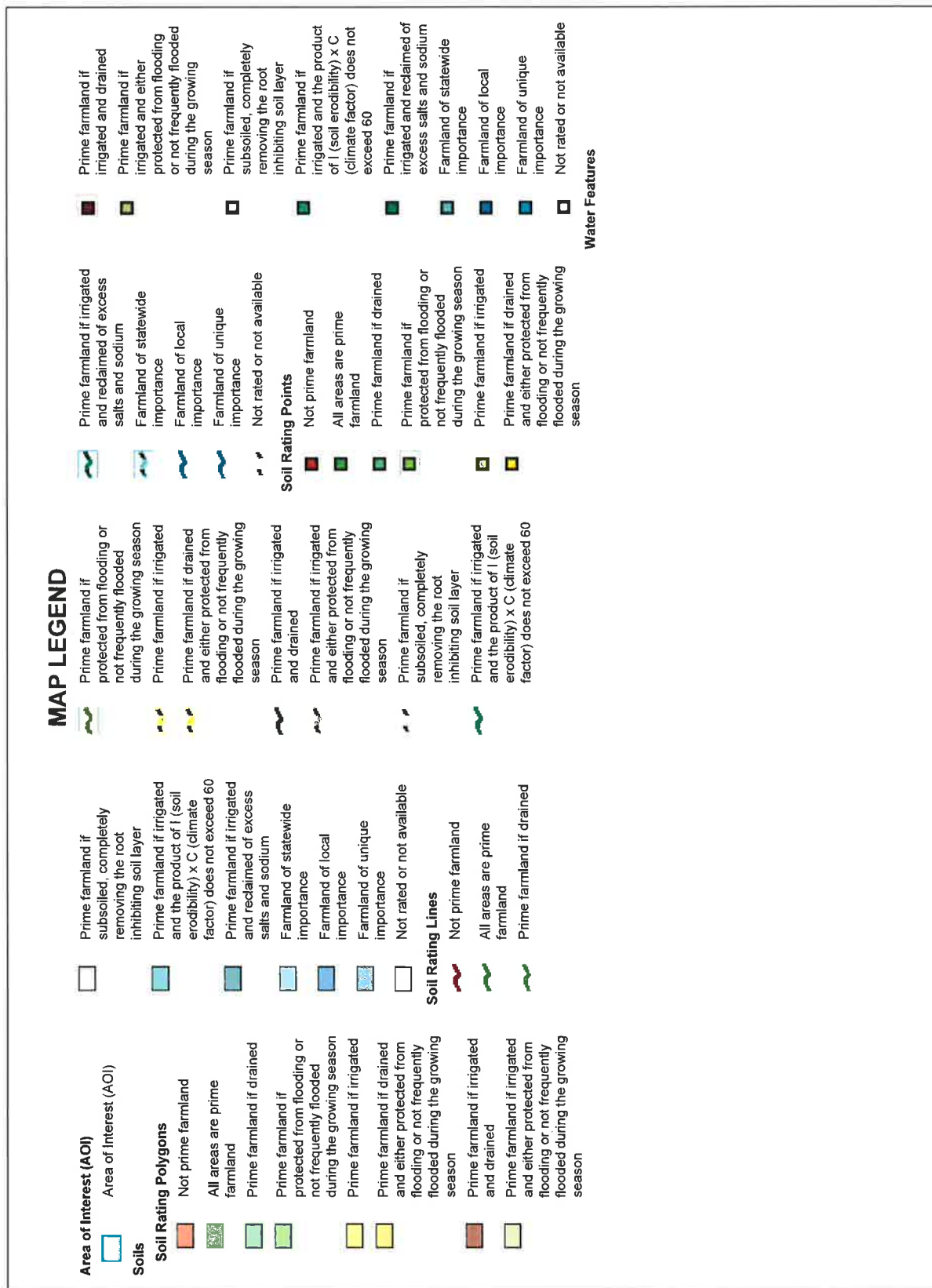


Natural Resources
Conservation Service

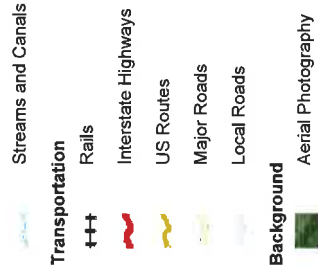
Web Soil Survey
National Cooperative Soil Survey

3/11/2016
Page 1 of 4

Farmland Classification—Forrest County, Mississippi (Woodland Court, Roberston Place)



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Farmland Classification

Farmland Classification— Summary by Map Unit — Forrest County, Mississippi (MS035)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BbA	Bassfield-Urban land complex, 0 to 2 percent slopes	Not prime farmland	26.7	49.4%
StA	Stough loam, 0 to 2 percent slopes	Farmland of statewide importance	27.3	50.6%
Totals for Area of Interest			54.0	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower





United States Environmental Protection Agency

EPA Region 4 Superfund NPL/SAA Sites (Southeast)



Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee.

Superfund Sites

On this page is a listing of Superfund sites within Region 4. Sites on the National Priority List (NPL), sites using the Superfund Alternative approach, and sites addressed by the Emergency Response and Removal Program.

MISSISSIPPI

SITE/SUMMARY	NPL STATUS	SAA?	MANAGER/E-MAIL
<u>American Creosote Works</u>	FINAL	NO	<u>arnett.michael@epa.gov</u>
<u>Chemfax</u>	PROPOSED	NO	<u>farrier.brian@epa.gov</u>
<u>Davis Timber Company</u>	FINAL	NO	<u>martin.scott@epa.gov</u>
<u>Flowood</u>	DELETED	NO	<u>arnett.michael@epa.gov</u>
<u>Kerr McGee Chemical Corp - Columbus</u>	FINAL	NO	<u>king.charlesl@epa.gov</u>
<u>Newsom Bros./Old Reichold Chemicals, INC</u>	DELETED	NO	<u>callihan.carolyn@epa.gov</u>
<u>Picayune Wood Treating</u>	FINAL	NO	<u>taylor.michael@epa.gov</u>
<u>Potter Co.</u>	PROPOSED	NO	<u>farrier.brian@epa.gov</u>
<u>Red Panther Chemical Company</u>	FINAL	NO	<u>hou.james@epa.gov</u>
<u>Southeastern Wood Preserving</u>	FINAL	NO	<u>johnston.shelby@epa.gov</u>
<u>Sonford Products</u>	FINAL	NO	<u>newman.keriema@epa.gov</u>
<u>Walcotte Chemical</u>	DELETED	NO	<u>arnett.michael@epa.gov</u>

American Creosote Works, Inc.

EPA ID: MSD004006995

Location: Louisville, Winston County, Mississippi

Lat/Long: 33.111110, -089.058330

Congressional District: 03

NPL Status: Proposed: 6/14/2001; Final: 9/13/2001

Affected Media: Ground water, Sediment, Soil

Cleanup Status: Physical cleanup activities have not started

Human Exposure Under Control: Yes

Groundwater Migration Under Control: Yes

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment: Not in use – potential for commercial and industrial use

Site Manager: Michael Arnett (arnett.michael@epa.gov)

Chemfax

EPA ID: MSD008154486

Location: Gulfport, Harrison County, Mississippi

Lat/Long:

Congressional District:

NPL Status: Final

Affected Media: soil, groundwater

Cleanup Status: not implemented

Human Exposure Under Control: yes

Ground water Migration Under Control: No

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment:

Site Manager: Brian Farrier (farrier.brian@epa.gov)

Davis Timber Company

EPA ID: MSD046497012

Location: Hattiesburg, Lamar County, MS

Lat/Long: 31.345190, -089.404460

Congressional District: 05

NPL Status: Proposed: 05/11/00; Final: 07/27/00

Affected Media: Ground water, Soil

Cleanup Status: Cleanup approach being designed

Human Exposure Under Control: Yes

Groundwater Migration Under Control: Unknown

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment: Site not in use, potential for commercial or light industrial

Site Manager: Scott Martin (martin.scott@epa.gov)

Kerr-McGee Chemical Corp – Columbus

EPA ID: MSD990866329

Location: Columbus, Lowndes County, MS

Lat/Long: 33.5107301, -88.4079336

Congressional District: 03

NPL Status: Proposed: 03/10/11; Final: 09/16/11

Affected Media: Ground water, Sediment, Soil

Cleanup Status: Early Action Initiated/Completed; Study Underway

Human Exposure Under Control: EPA is working to determine

Groundwater Migration Under Control: There is insufficient data to determine

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment: Not in use – potential for future use

Site Manager: Charles King (king.charlesl@epa.gov)

Picayune Wood Treating

EPA ID: MSD065490930

Location: Picayune, Pearl River County, MS

Lat/Long: 30.524440, -89.689720

Congressional District: 04

NPL Status: Proposed: 03/08/2004; Final: 07/22/2004

Affected Media: Ground water, Soil, Sediment

Cleanup Status: Physical cleanup activities are underway.

Human Exposure Under Control: Yes

Groundwater Migration Under Control: No

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment: Possible commercial/industrial development or open space (parks, recreation centers, and open fields)

Site Manager: Michael Taylor (taylor.michael@epa.gov)

Southeastern Wood Preserving

EPA ID: MSD000828558

Location: Canton, Madison County, MS

Lat/Long: 32.617101, -90.016587

Congressional District: 02

NPL Status: Proposed: 09/16/11

Affected Media: Ground water, Soil, Surface water, Sediment

Cleanup Status: Early Action Initiated/Completed – Study Not Begun

Human Exposure Under Control: EPA is working to determine

Groundwater Migration Under Control: There is insufficient data to determine

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment: Not in use

Site Manager: Shelby Johnston (johnston.shelby@epa.gov)

Red Panther Chemical Company

EPA ID: MSD000272385

Location: Clarksdale, Coahoma County, MS

Lat/Long: 34.187408, 90.561625

Congressional District: 02

NPL Status: Proposed: 03/10/11; Final: 09/16/11

Affected Media: Soil

Cleanup Status: Early Action Initiated/Completed

Human Exposure Under Control: EPA is working to determine

Groundwater Migration Under Control: There is insufficient data to determine

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment: In continued use – a warehouse for agricultural products is located on site

Site Manager: James Hou (hou.james@epa.gov)

Sonford Products

EPA ID: MSD086556388

Location: Flowood, Rankin County, MS

Lat/Long: 32.302, -90.143

Congressional District: 03

NPL Status: Proposed: 09/27/2006; Final: 03/07/2007

Affected Media: Soil, Surface Water, Ground Water

Cleanup Status: Early Action Initiated/Completed, Study Underway. Initial removal of high-priority contaminants completed

Human Exposure Under Control: Yes

Groundwater Migration Under Control: Unknown

Sitewide Ready for Anticipated Use: No

Site Reuse/Redevelopment: Anticipated light industrial use

Site Manager: Keriema Newman (newman.keriema@epa.gov)

Hattiesburg-Laurel Regional Airport



Airport
Safe Distance
9.16 miles

Brianfield Homes

Robertson Place Woodland Court

Hope Drive





City of Hattiesburg, MS

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

Master

File Number: 2016-2645

File ID: 2016-2645

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/26/2016

Brief Title: SUBmission of GRant Application-Stop Violence
Against Women.

Final Action:

Minute Book Number:

Title:

Acknowledge the execution and submission of the Stop Violence Against
Women Grant. (nunc pro tunc)

Notes:

Sponsors:

Enactment Date:

Attachments: Grant Application-Stop Violence Against Women.

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	05/03/2016					

Text of Legislative File 2016-2645

Title

Acknowledge the execution and submission of the Stop Violence Against Women Grant.
(nunc pro tunc)

Summary

Acknowledging submission of the Stop Violence Against Women Grant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Office of Justice Programs

STOP VIOLENCE AGAINST WOMEN SUBGRANT APPLICATION PACKAGE



Mississippi Department of Public Safety
Division of Public Safety Planning
1025 Northpark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

State of Mississippi
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

INSTRUCTIONS FOR COMPLETING SUBGRANT APPLICATION SUMMARY

1. Enter the name, address, zip, email and telephone number of the Agency or unit of Government that will administer the project.
2. Enter the name, title, address, zip and telephone number of the person who will be charged with the responsibility of implementing and operating the project.
3. Enter the name, title, address, zip and telephone number of the person who will be responsible for financial matters relating to the project, such as accounting and financial reports, and who will be authorized to sign request for reimbursements of expenditures.
4. Enter or select the project title type. More than one can be selected.
5. For current active/continuation projects: Identify current award grant number.
6. Indicate whether funding is requested for a new (initial) project, or continuation of a currently funded project. If a continuation project, indicate the number of years funded.
7. Enter the desired project duration in months. (12 month contract period)
8. Develop a brief summary of the project. Explain the project operation and how objectives will be accomplished.
9. Enter total funds proposed (Federal and Match) to be spent on the project in the eight (8) major budget categories brought forward from DPSP Form 3 Budget Summary.
10. Enter the appropriate match ratio in both dollar amount and percentage.
11. Enter the total number of pages in application.

NOTE: The application must be signed by a person duly authorized to enter into a contract, or contractually obligate funds on behalf of the agency or unit of government of the subgrantee: The head of the implementing agency and/or the financial officer. The application should be dated when signed in **BLUE** ink and the appropriate title of the signatory should be in the space provided.

PROJECT PLAN ABSTRACT AND SUPPORTING DATA

(Problem Statement: DPSP Form 1)

PART I. STATEMENT OF THE PROBLEM: Describe the problems facing the agency and the need for assistance under this program. Identify the most important needs of the agency
(Limit 1 page)

INSTRUCTIONS FOR COMPLETING PROJECT ABSTRACT- PART I
(PROBLEM STATEMENT: Form 1)

State in clear and concise terms the problem(s) which the project shall provide a needed solution. Provide as much as possible, quantified background data to support the degree of intensity of the problem. That is, provide crime statistics, population figures, caseloads, etc., when applicable, along with other relevant data which would indicate the problem. (Cite the sources of the data and the date of the data reported.)

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY.

Problem Statement (DPSP) Form 1

Statement of Problem

Thanks in part to the Stop Violence Against Women Subgrant that we have been fortunate enough to received for the past five years, the Hattiesburg Police Department's Victim Services has seen a significant decrease in the number of domestic violence, sexual assault, and stalking cases where women are identified as the victims within the City of Hattiesburg. In 2014, our statistics saw a welcome decrease in domestic violence (319) and stalking (20) and an increase in sexual assault (60). In 2015, our statistic showed another welcome decrease in domestic violence (296) and stalking (13) and a sexual assault (47) - a welcome decrease from the previous year.

While this decrease in female victimization is indeed cause to celebrate, the hard truth is that this achievement is only a minor goal in the ultimate battle of combating violent acts against women within our community. Violence against women is still a reality in the City of Hattiesburg, with such crimes occurring with more frequency in areas of poverty and areas with a majority population of immigrant migration. Despite our effort and attempts to address certain issues, we are still seeing a significant increase in domestic violence and sexual assault amongst several demographical populations. As in previous years, we are still seeing increasing victimization against African-American and Hispanic females between the ages of 18-24. A concentrated effort has been made to advocate and educate this population, but much more work is needed.

The suffering and repercussion of domestic abuse, sexual assault, and other violent acts against women are far more than actual physical manifestation of such acts- it is an all-encompassing betrayal of trust that can cause devastating psychological and emotional scarring. The after effect of domestic violence, sexual assaults, and other violent acts against women can last indefinitely after the actual events and may take years of intense therapeutic effort for the victim to overcome and return to sense of normalcy. It is the healing process along with the pursuit of justice that creates a need for dedicated individuals who are willing to go the distance with their victims in the recovery process, providing knowledge and support essential for the mending of all the wounds of domestic violence, sexual assaults, and other violent acts against women.

Although it has been long established that individuals who grow up witnessing violent behavior in the home are much more likely to be perpetrators of domestic violence in the homes, the Hattiesburg Police Department's has also noticed a trend of the vicarious learning of victimization. These young women often see their brothers, uncles, and other male family members act abusively in their relationships with women as well. This leads to a generation of females who see violence in a relationship as a normal, everyday occurrence. Add that to the lack of a significant father figure in their lives and these women are ripe to be easily manipulated into abusive relationships with violent men. This had led our advocates to an understanding that not only must we help to seek justice for our victims, but we must also provide them with education about loving, supportive, respectful relationships through informative booklets and referrals to such services as safe housing and counseling.

OBJECTIVES AND PROJECT IMPACT: Part II

(Project Plan: DPSP Form 2)

PART II. OBJECTIVES AND PROJECTED IMPACT:

DPSP Form 2

INSTRUCTIONS FOR COMPLETING PROJECT PLAN- PART II

(DPSP Form 2)

A. OBJECTIVES

State clearly and concisely the measurable objectives of the project. In other words, this section should describe precisely what the project will achieve and/or demonstrate. The objectives should be **directly** related to the **Statement of the Problem (A-2a)** so that the project can be evaluated in terms of its ability to resolve the problem identified. The activities called for in Section A-2c must be designed to achieve and document the achievement of the objectives in this section.

A measurable objective defines:

1. What CHANGE will take place?
2. What GROUP will be affected?
3. What LEVEL or DEGREE of change will occur?

Example No. 1: Three entry level local police officers will receive 240 hours of basic law enforcement training within (10) months of their employment.

CHANGE: Three police officers will receive basic training.
GROUP: Three entry level local police officers.
LEVEL of CHANGE: 240 hours of training within ten (10) months of employment

Example No. 2: Twelve(12) months after project Implementation in the community, there will be at least a 20% reduction in juvenile court referrals among persons (male and female) under the age of 17. Juvenile Court referrals for the last six (6) months of the project will be compared with the same data from the same period for the previous year.

B. PROJECTED IMPACT

The applicant should specify the "Projected Impact" of the project on the criminal justice system by indicating whether the project primarily addresses:

System Change: Improvement or upgrading of some aspect of the criminal justice system.
Relevance of Results: Benefits to be received by the criminal justice system, the community and the offender.
Cost of Reduction: Activities providing for reduction of cost of apprehension, courts, incarceration, supervision, etc.
Offender Change: Changes in the personal or social adjustment, job status, or behavior of the offender.

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY

Project Plan (DPSP Form 2)

GOALS

The Victim Services Unit of the Hattiesburg Police Department has several goals for the grant period of June 30, 2016 through July 1, 2017. Reducing the frequency of incidents of domestic abuse and other violence against women, serving the community as victim advocates, and providing appropriate service referrals to victims of domestic abuse are three goals in which the Victim Services Unit has had marked success and we will continue to pursue these goals in the future. The Victim Services Unit also seeks to promote community awareness of domestic violence, provide educational information to our victims and the community at large, and to continue the education of our victim advocates through local, state, and national conferences and seminars on the subject of domestic violence and other violence against women. To accomplish these goals, the Victim Services Unit has established several key objectives to bring aspirations to fruition.

OBJECTIVES

1. Ensure the proper notification of all female victims of domestic abuse and other violence against women that fall within the jurisdiction of the Hattiesburg Police Department.
2. To advocate on behalf of female victims of domestic abuse and other violent acts against women.
3. Provide court personnel with accurate and up to date domestic criminal histories of all defendants in domestic cases before the court.
4. Assist all victims eligible for victim compensation throughout the application process.
5. Attend the court proceedings of domestic violence cases and other cases of violence against women when the cases fall into the jurisdiction of Hattiesburg Municipal Court in order to advocate for the victim and to enlighten the court of circumstances surrounding the case.
6. Provide training classes and literature regarding domestic violence, sexual assault, and other violence against women when applicable. Such instance may include classes during training for court personnel, or military personnel of Camp Shelby.
7. Provide educational lectures and literature regarding domestic violence, sexual assault, and other violence against women to schools, neighborhood association, and churches,

- paying particular attention to areas in the city with a high concentration of domestic abuse crimes and other crimes involving violence against women.
8. To work closely with organizations within the community that provides services to victims in order to target domestic violence, sexual assault, or other violence against women.
 9. To be available to the police officers of Hattiesburg Police Department for around the clock victim support.
 10. To promote community awareness of domestic violence issue through participation in local, statewide, and national awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, and Domestic Violence Awareness Month.
 11. To provide victims with appropriate referrals to medical, psychological, educational, legal, and housing services within our community through our close work with such organizations as the Domestic Family Shelter, Inc., the Schafer Center for Crisis Intervention, Legal Services, and the University of Southern Mississippi's Counseling Services.

PROJECTED IMPACT

It is the intention of the Victim Service Unit to not only serve the individuals brought to our attention as victims, but also to serve a larger purpose of helping to combat domestic violence and other violence against women through promoting awareness and providing educational information. By focusing our attention on the area under the jurisdiction of the Hattiesburg Police Department and the Hattiesburg Municipal Court, we will not only be working to make our city a safer place for women, but also educating the community at large about domestic violence and its effects, helping to curb the generational transmission of violent behavior.

Although these educated estimates often fall short of the actual reality of the situation, it is projected—through the use of data from previous years—that at least 400 individuals will become victims of a violent crime within the jurisdiction of the Hattiesburg Police Department. This can include domestic violence, sexual assault,

stalking, and homicide. This number does not include the number of women who will be the victims of multiple offenses and women who we may refer to service organizations in the community such as the Domestic Abuse Family Shelter and the Shafer Center for Crisis Intervention.

Hattiesburg Police Department's Victim Services sees the problem of violence against women as one in need of a multifaceted solution. To achieve this goal, we quite frequently utilize the amazing service agencies within the city of Hattiesburg. By maintaining a working relationship with such organizations as the Domestic Abuse Family Shelter, Inc., the Schafer Center for Crisis Intervention, Legal Services, the University of Southern Mississippi's Counseling Services, and Families First for Mississippi, the Victim Services Unit will be able to provide more than advocacy throughout the judicial process—we will be capable of getting our victims essential recuperative services such as psychological counseling, temporary transitional housing, and legal and financial counseling. This method allows us to go beyond the victim's immediate need and provide them with what we feel are the necessary tools of recovery.

TARGET POPULATION

Although our target population naturally includes any female victims of domestic abuse, sexual assault, or any other violent act, there are some demographics that demonstrate a need for a more targeted effort. Females between the ages of 18 and 52 have demonstrated themselves to be particularly vulnerable to incidents of domestic violence, sexual assault, and other violent acts and as such, will need to be a focal point in our efforts. Statistics have also shown that young African-American females in our

community are at a greater risk for victimization and have demonstrated a disturbing trend of transforming from victim to perpetrator in domestic situations. Another demographic in need of specific attention is that of the local Hispanic community, which has experienced a sharp increase in incidents of domestic violence, sexual assault, and other violent acts—incidents of a decidedly volatile nature. It must also be a continued effort of Victim Services to target the population of two geographic regions in the city—known to the Hattiesburg Police Department as Beat 4 and Beat 5—that have demonstrated an unusually high occurrence of incidents of domestic violence.

IMPLEMENTATION PLAN: Part III
(DPSP Form 3)

PART III. IMPLEMENTATION (PROJECT TIME-LINE):

INSTRUCTIONS FOR COMPLETING IMPLEMENTATION PLAN

PART III

(DPSP Form 3)

- A. Describe in narrative form the activities which will be performed during the project period.
- B. List the tasks or various individual activities which will be performed in the order in which they will occur and indicate the month in which it is anticipated the task will begin and the month in which it will be completed.

Example:

1. Hire project staff (first and second months).
2. Train project staff (second month - 3 weeks of training).
3. Develop operating procedures (middle of second month - first of third month).
4. Perform designated tasks (third month - twelfth month).

- C. Prepare a Bar Task Timetable.

Example:

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD											
	01	02	03	04	05	06	07	08	09	10	11	12
1. Hire Project Staff	-----											
2. Train Project Staff (3 weeks)	_____											
3. Develop Operating Procedures	_____											
4. Perform Designated Tasks	_____											

- D. Attach a current resume for each person employed in the conduct of grant activities.
- E. Attach a job description of proposed positions.
- F. Include an organizational chart associated with the project.

Implementation (DPSP Form 3)

ACTIVITIES AND TASKS

Currently the victim advocates of the Victim Services Unit of the Hattiesburg Police Department is contacted when a major crime involving victims occurs. Sometimes the victim advocate is not notified of the incident until after the fact if the commanding officer feels that the situation does not warrant their immediate involvement, however, the victim's contact information is always taken and passed along to one of the advocates. Each advocate rotates being on-call (every other week) and this individuals is available to the police 24 hours a day for the entire on-call week.

Victim advocates within the Victim Services Unit are required to attend six court sessions a week: Monday afternoon In Jail First Appearance Sessions at 1 p.m., Tuesday First Appearance Sessions at 8:30 a.m. and 1:30 p.m., Wednesday Trial Sessions at 8:30 a.m. and 1:30 p.m., and Friday afternoon In Jail First Appearance Sessions at 1 p.m. For each of these court sessions, the victim advocates are expected to review the case work for each of the cases on their docket and provide the court with a detailed criminal history of the defendant in regard to related offenses (i.e. prior cases of domestic abuse, domestic disturbances, domestic simple assaults, harassing/threatening phone calls, stalking, etc.). On trial dates, the victim advocates make contact with their victim when they arrive to explain the process of the trial, to obtain information regarding the defendant and the situation that has led them to court, and to make the victim feel as much at ease as possible. During the trial, the victim advocate stands before the judge with the victim, helping them to tell their story and making recommendations of dispositions.

During out of court hours, the victim advocates are busy with a variety of other duties. Victim advocates are responsible for sorting through police reports to find the

cases that fall under their purview and to make contact with these victims through victim letters. Victim advocates are also responsible for maintaining monthly records reflecting the totals on the types of victims that they have served throughout the month (i.e. A running tally of how many victims of domestic violence, domestic simple assault, rape, vandalism, etc. that they deal with during that specific month.). Victim advocates conduct telephone or letter follow-ups with their victims and actively participate in community activities geared toward public awareness of related issues such as Crime Victims' Rights Week and Domestic Violence Awareness Month activities. Victim advocates are also responsible for providing educational training to law enforcement officers, local schools, neighborhood associations, churches, and military personnel on an as needed basis.

IMPLEMENTATION OF ACTIVITIES/TASKS

The implementation of the following activities/tasks to be carried out by the victim advocates reflected the time span of July 1, 2016 through June 30, 2017:

- A. Advocate for victims of violent acts against women throughout the court process (1st through 12th month)
- B. Provide essential restorative services and appropriate recommendation of outside services to victims of violent acts against women (1st through 12th month).
- C. Work with local organizations who seek to help victims of violent acts against women to provide a multifaceted approach to victim advocacy (1st through 12th month).
- D. Providing educational training to local schools, neighborhood associations, and churches (as needed).
- E. Providing educational training to military personnel (as needed).
- F. Participate in and coordinate local awareness campaigns and community-wide events (3rd, 5th, and 9th months).

Task to be Performed:**Months in Project Period**

	01	02	03	04	05	06	07	08	09	10	11	12
1. Activity/Task A	x	x	x	x	x	x	x	x	x	x	x	x
2. Activity/Task B	x	x	x	x	x	x	x	x	x	x	x	x
3. Activity/Task C	x	x	x	x	x	x	x	x	x	x	x	x
4. Activity/Task D												
5. Activity/Task E												
6. Activity/Task F												

COLLECTION OF DATA

Data is to be collected by the victim advocate on a monthly basis regarding the types of victimization committed each month and the outcome of court cases for each specific month. This data is arranged in a monthly report chart by the victim advocate and submitted to the project manager for review. Victim advocates are also told to keep personal logs of their interactions within victims through phone consultations, office visits, call-outs, and letter correspondence. Call-out reports are submitted by the victim advocate to their immediate supervisor (Lt. Latosha Myers) the day after the call-out. Personal logs are consulted by the victim advocate's immediate supervisor on an as-needed basis.

POSITION: VICTIM ADVOCATE

DEPARTMENT: POLICE DEPARTMENT

RATE OF PAY: \$10.04/HR

ESSENTIAL DUTIES:

- ! Create a database to record victim and offender information.**
- ! Meet with victims to provide support, educate them about the process, and make appropriate referrals to assisting agencies.**
- ! Meet with prosecutors prior to trial to provide information concerning the case and whether or not the offender is a repeat offender.**
- ! Recommend and track offenders in a Batterer's Treatment Program.**
- ! To provide follow-up with the victim after court.**
- ! To maintain contact with agencies or individuals such as Domestic Abuse, Family Shelter, Sexual Assault Crisis Center, and Pine Belt Mental Health Care Resources.**

PERFORMANCE REQUIREMENTS:

- ! Ability to express ideas and opinions in a positive manner.**
- ! Ability to work with varied individuals and agencies.**
- ! Working knowledge of available resources and the court system.**

MINIMUM QUALIFICATIONS:

BA/BS in Criminal Justice, Social Services, Counseling, Dynamics. Two (2) years experience in Criminal Justice and Social Services.

Whitney Harper
3610 Campbell Dr Apt N83
Hattiesburg, MS 39401
wharper@hattiesburgms.com -601-543-5680

Education

Bassfield High School-Diploma
Bassfield, MS
May 2008

Post University
Pursing BS in Criminal Justice
June 2014- May 2015

Work Experience

***City of Hattiesburg/ Hattiesburg Police Department
Hattiesburg, MS***

Victim Advocate

October 2013- Present

- Offer victims information, emotional support, and help finding resources and filling out paperwork.
- Assist victims of domestic violence, sexual assault, and other violent crimes in the legal process
- Conduct training for law enforcement on issues concerning victims of violent crimes.
- Contact organization, such as criminal justice or social service agencies, to get help or information for victims.
- Plans and conduct community events to promote awareness of critical issues concerning victims of violent crimes.
- Conducting training for law enforcement on issues concerning victims of violent crime
- Work with the court systems to provide effective communication with victims and keeping them involved in the case proceedings.

Deputy Court Clerk

November 2011- October 2013

- Prepare dockets or calendar of cases to be called, using computers
- Record case disposition, court orders, or arrangement made for payment of court fees.
- Answer inquiries from the general public regarding judicial procedures, court appearances, trial dates, adjournments, outstanding warrants, summonses, subpoenas, witness fees, or payment of fines.
- Prepare and issue orders of the court, such as probation orders, release documentation, sentencing information, or summonses.
- Prepare document recording the outcomes of court proceedings.
- Instruct parties about timing court appearance.

References Upon Request

SUSTAINABILITY PLAN: Part IV

(DPSP Form 4)

PART IV. SUSTAINABILITY PLAN:

INSTRUCTIONS FOR COMPETING SUSTAINABILITY PLAN: Part IV
(DPSP Form 4)

Provide a plan describing commitment and capacity to continue the project if federal funding through the Division of Public Safety Planning were no longer available.

The plan will be evaluated on whether it proposes feasible strategies to preserve project activities long-term.

Please note that continuation or supplemental funding is not guaranteed and subgrantees are always encouraged to seek additional means of support to sustain their current projects.

Sustainability (DPSP Form 4)

If the Violence Against Women Act Subgrant were unavailable, the Victim Service Unit of the Hattiesburg Police Department would continue exactly as described, however, some elements of the projected budget that are seen as ideal, but expendable due to the budgetary constraints of the City of Hattiesburg would most likely be eliminated. These elements would include continued education for our victim advocates through conference attendance, equipment to be used in victim interviews and with the Victim Intervention Program, contractual expenses for software designed to enable the victim advocates to maintain better records of the clients they serve, and miscellaneous funds for conducting community awareness events such as Domestic Violence Awareness Month and Crime Victims' Rights Week. Funding would be available through the Hattiesburg Police Department.



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

BUDGET SUMMARY- Part V

DPSP

Grant No.:

BUDGET CATEGORY

	REQUESTED BUDGET Federal & Match	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
1. Salaries and Wages	\$23,748	
2. Social Security Match	\$1,452.64	
3. Retirement Match	\$2,278.94	
4. Other Health Insurance and Worker's Comp Match	\$4315	
TOTAL PERSONNEL	\$31,794.58	
EQUIPMENT:		
TOTAL EQUIPMENT		
CONSTRUCTION:		
1. New		
2. Renovation		
3. Other (Specify)		
TOTAL CONSTRUCTION		
TRAVEL:		
1. Mileage		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other (Specify)		
TOTAL TRAVEL		
OPERATING EXPENSES:	\$250	
1. Supplies		
2. Rental		
3. Printing and Reproduction	\$250	
4. Communications (Telephone, Postage)		
5. Other - (Specify):		
TOTAL OPERATIONAL EXPENSES	\$500	
CONTRACTUAL SERVICES:		
1. Contracts With Individuals		
2. Contracts With Organizations		
TOTAL CONTRACTUAL SERVICES		
MISCELLANEOUS:		
1. Tuitions		
2. Training Materials		
3. Other; (Specify) Informational Booklet for Victim of Crimes and Domestic Violence awareness Promo Items	\$1800	
TOTAL MISCELLANEOUS	\$1800	
TOTAL PROJECT BUDGET	\$34,094.58	

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	Total	%
REQUESTED BUDGET	\$25,549	75	\$8,546.58	25	\$34,094.58	100
APPROVED BUDGET						

**INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY: PART V
(DPSP FORM 5)**

GENERAL

The budget summary should be completed for each of the eight major budget categories (and their subcategories) for which funding is requested. These figures are to be derived from the detailed information in the Budget Narrative. For each category or subcategory listed, show total requested funds, rounded to the nearest dollar, in the column headed "Requested Budget". Enter category totals and Total Project Budget in the spaces provided.

SUMMARY FUNDING DATA SECTION

In the horizontal row labeled "Requested Budget", provide the following:

- a. **Federal** - Enter the total federal funds requested and the percentage of the total project which will be funded with Federal monies.
- b. **State or Local Cash Match** - Enter the total cash match and the percentage of the total project which will be provided by the applicant.

See DPSP guidelines or your Grants Management Specialist for the exact federal/state/local ratios required.

SHADED AREAS ARE FOR DPSP USE ONLY.

BUDGET NARRATIVE: Part VI

PART VI: BUDGET NARRATIVE:

Budget Narrative (DPSP Form 6)

Personnel:

Fund one full-time VAWA Victim Advocate position at a rate of \$23,748 for twelve months. The City of Hattiesburg will finance a social security match of \$1,452.64, a retirement match of \$2,278.94, a medical insurance match of \$4,251.08, and a Worker's Comp match of \$63.92.

Operating Expenses:

The City of Hattiesburg will finance an office supplies and printing/reproduction match of \$500 to fund the day to day operations of the VAWA Victim Advocate with printing and office supplies. Office supplies include, but are not limited to: pens, pencils, notebooks, notepads, sticky notes of various sizes, white-out, paperclips, binder clips, business cards, blank recordable/writeable cds, staplers, staples, tape dispensers, tape, thumbtacks, and highlighters.

Miscellaneous:

The VAWA Victim Advocate requests \$1,800 in miscellaneous funds for informational booklets to be used in helping to educate victim of violent crime within our jurisdiction. These booklets will be purchased from the Channing Bete Company, Incorporated and provide information in four major areas: Domestic Violence, Stalking, Sexual Assault, and Processing Grief (for family members of homicide victims).

INSTRUCTIONS FOR COMPLETING BUDGET NARRATIVE: Part VI

(DPSP Form 6)

GENERAL

The purpose of this form is to provide *full explanation and justification* for all items budgeted to support project activities. After using DPSP Form A-4-b, add as many 8 1/2" x 11" continuation pages as necessary. Show Computations for totals, including all other information needed to derive at the total. *Provide the information required below in the order and format shown.* Transfer totals to Budget Summary.

A. PERSONNEL:

Name of <u>Employee</u>	<u>Title</u>	% of Time Devoted to <u>Project</u>	Date Hired <u>XXXX</u>	Salary Rate <u>XXXXX</u>	Soc. Sec. Match & Medicare <u>XXXXXXX</u>	Retirement Match <u>XXXX</u>	Other Fringe Benefits <u>XXXXX</u>
XXXXXXXX	xxxx	xxxxxxxx	xxxx	xxxxx	xxxxxxx	xxxx	xxxxx

Example:

Joe Smith (annual)	Director	100%	01/01/XX	\$40,000	7.65%	11.85%	Health Insurance \$250 monthly
-----------------------	----------	------	----------	----------	-------	--------	-----------------------------------

	Total Salaries & Wages	\$ _____
+	Total Soc. Sec. Match	\$ _____
+	Total Retirement Match	\$ _____
+	Total Other	\$ _____
=	Total Personnel	\$ _____

Note: Specify other fringe benefits in detail not as one group. (Health insurance, life insurance, workman's Comp, Unemployment etc.) Justify each category as it relates to project activities in the Project Plan. If the employees are not to be hired specifically for this project, but will be transferred from other duties, explain how the resulting vacancies will be filled.

B. EQUIPMENT: (List each non-expendable item to be purchased as show below).

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	= Total Equipment \$ _____
XXXX	XXXX	XXXX	XXXX	

Example:

			Total Equipment Cost: \$ 2,100	
Desk Computer	2	@	\$ 950 each	\$ 1,900
Desk Calculator	4	@	\$ 50 each	\$ 200

Justify how the above relate to project activities in the Project Plan. Explain what steps you have taken, or will take, to insure that you receive the best value for least cost, consistent with State and Federal Purchasing Regulations.

C. CONSTRUCTION:

Total Construction \$ _____

Justify and explain each construction cost to be incurred as it relates to project in Project Plan.

- D. **TRAVEL:** (See the Division of Public Safety Planning subcontractor Travel Policy, to determine allowable expenses. Travel expenses incurred by consultants are to be included in the Contractual Services budget category).

Note: Mileage rate can not exceed state rate. Review state travel guide at www.dfa.state.ms.us)

(Ex. 1200 miles @ \$.50 per mile = \$600)		Total Mileage	\$ _____
(Ex. Taxi, shuttle etc.)	+	Total Commercial Carrier	\$ _____
(Daily rate or use State Travel guidelines)	+	Total Meals	\$ _____
(Est. Hotel rate and the no. of days)	+	Total Lodging	\$ _____
	+	Total Other	\$ _____
	=	Total Travel	

\$ _____

Explain the need for the travel and identify who will travel as related to project activities in the Project Plan.

E. **OPERATING EXPENSES:**

Show computations here, including all information needed to derive at the totals shown.

General Office Supplies	\$ _____
+ Total Rental	\$ _____
+ Total Printing & Reproduction	\$ _____
+ Total communications	\$ _____
(Telephone, postage, etc.)	
+ Total Other	\$ _____
= Total Operating Expenses	\$ _____

Justify and explain the need for the operating cost as it is related to the project activities in the Project Plan.

F. **CONTRACTUAL SERVICES:**

Total Contracts with Individuals	\$ _____
+ Total Contracts with Organizations	\$ _____
= Total Contractual Services	\$ _____

Justify and explain in relationship to project activities in the Project Plan. This section must contain the selection basis for any contract or prospective contract mentioned.

G. **MISCELLANEOUS:**

Show computations here, including all information used to derive at the total shown.

Total Tuitions or Registrations fees	\$ _____
+ Total Training materials	\$ _____
+ Total Other	\$ _____
= Total Miscellaneous	\$ _____

Explain the need and identify staff as related to project activities in the Project Plan.

OVERHEAD: Show computations here. These costs cannot exceed 10% of the direct labor cost (including fringe benefits) or 5% of the total project cost unless there is a documented approved rate.)

Total Miscellaneous \$ _____

Justify and explain relationship to project activities in the Project Plan, subgrantee administrative services, structure and policy, and specific services provided by the "Overhead" category.

H. **TOTAL PROJECT BUDGET:** \$ _____
DPSP Form 6

BUDGET NARRATIVE: Continued

(DPSP Form 6A)

BUDGET NARRATIVE (continuation):

PROJECT EVALUATION PLAN: Part VII

PART VII: EVALUATION PLAN:

INSTRUCTIONS FOR COMPLETING THE EVALATION PLAN: Part VII
(DPSP Form 7)

All programs must include an evaluation plan. This is an integral part of the grant and should be directly related to the objectives and project impact section of the grant. The evaluation plan should specify how the objectives will be measured and how accomplishments of activities will be documented and evaluated.

Evaluation Plan (DPSP Form 7)

The Victim Services Unit of the Hattiesburg Police Department will evaluate its project through a method of measurement of expected outcomes:

1. Ensuring the proper notification of all female victims will have an expected outcome of more communication with the victims in our community and better participation of these victims in court.
2. The advocating on behalf of female victims of domestic abuse and other violent acts against women will have an expected outcome of more cases going to trial and more satisfactory dispositions being made.
3. Providing court personnel with accurate and up to date domestic criminal histories will have an expected outcome of identifying serial abusers and more serious dispositions for these individuals.
4. Assisting all victims eligible for victim compensation throughout the application process will have an expected outcome of more victims receiving needed services.
5. Attending the court proceedings of domestic violence cases and other cases of violence against women will have the expected outcome of victims who have a better sense of the court process and experience less distress within the legal system.
6. Providing training classes on domestic abuse, sexual assault, and other violence against women when applicable will have an expected outcome of a better informed community and stronger community relations.
7. Providing educational lectures and literature regarding domestic violence, sexual assaults, and other violence against women to schools, neighborhoods association, and churches, paying particular attention to areas in the city with a high concentration of domestic abuse crimes and other crimes involving violence against will have an expected outcome of a better informed community and stronger community relations.
8. Working closely with organizations within the community that provide services to victims in order to target domestic violence, sexual assault, or other violence against women will have an expected outcome of educating the community about violence against women and making the community more aware of the services available
9. Being available to the police officers of Hattiesburg Police Department for around the clock victim support will have expect outcomes of more victim receiving a multi-facted approach and a lessening fear and confusion that often accompanies victimization.
10. Promoting community awareness of domestic violence issue through participation in local, statewide, and national awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, and Domestic Violence Awareness Month. Will have the expected outcome greater awareness in the community and better community relations.
11. Continuing the education of our victims advocates on such matters as domestic violence, sexual assault, and other violence against women through participation in local, state, and national conferences and seminars will have the expected outcome of victim advocates with a better up-to-date knowledge about violence against women and the ability to better serve their victims.
12. Providing victims with appropriate referrals to medical, psychological, educational, legal, and services within our community through our close work with such organizations as the Domestic Abuse Family Shelter, Inc., the Schafer Center for Crisis Intervention, Legal Services, and the University of Southern Mississippi's Counseling Services will have an expected result of more victims receiving the services they truly need to recover from their injuries and move on with their lives
13. Providing victims with a new program—the Victim Intervention Program—to combat learned victimization and recidivism. This will have an expected result of lessening the number of domestic violence cases involving the same victim.

CURRENT PROJECT

The current project of the Victim Services Unit of the Hattiesburg Police Department through the efforts of the victim advocates are providing services to the victims of domestic abuse, sexual assault, and other violent acts against women as stated in the grant.

- *All goals and objectives have and are being met
- *All reports for expenditures are being made in a timely manner as required.
- *All statistical reports are being made in a timely manner as required
- *Match requirements have been met by the City of Hattiesburg
- *No problems have been experienced in the current grant period.



DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

DPSP use
Grant No.:

NON-SUPLANT CERTIFICATION: PART VII

PART VIII:

The Hattiesburg Police Department Victim Services (Applicant) hereby assures that, Federal funds will not be used to supplant State or Local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Signature: (Chief Executive Officer)

Title:

Mayor, City of Hattiesburg

Date:

DPSP Form 8

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

DPSP use Only

Grant No.:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Part IX:

- A. The Hattiesburg Police Department Victim Services (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR42,301, et seq., Subpart E. of the Code of Federal Regulations, and that it is on file in the office of Gena Hopkins(Name) Human Resources-City of Hattiesburg (Address) Division Manager (Title), for review or audit by officials of the Division of Public Safety Planning or the Office of Justice Programs, U. S. Department of Justice as required by relevant laws and regulations.
- B. The _____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

INSTRUCTIONS FOR COMPLETING EEOC CERTIFICATION

(DPSP Form 9)

GENERAL

The purpose of the EEO Guidelines is set forth in Title 28, Chapter 1, Subpart E of Part 42 of the code of Federal Regulations. It provides recognition of the fact that full and equal participation of women and minority individuals in employment opportunities is a necessary element of the Office of Justice Programs by requiring that certain recipients of OJP funding make a careful evaluation of their employment practices as these affect minority persons and women and then develop a comprehensive EEO Program.

WHO MUST PREPARE AN EQUAL EMPLOYMENT OPPORTUNITY PROGRAM?

Any criminal justice recipient of funds may be required to formulate, implement and maintain an Equal Employment Opportunity Program as it relates to minority persons and women, or women only. A recipient criminal justice agency must develop and implement a program if either of the following sets of criteria is fully met:

- I. For minority persons and women.
 - a. Has fifty or more employees.
 - b. Has received grants or subgrants of \$25,000 or more.
 - c. Has a service population with a minority representation of more than three percent.
- II. For women only.
 - a. Has fifty or more employees.
 - b. Has received grants or subgrants of \$25,000 or more.
 - c. Has a service population with a minority representation of less than three percent.

COMMENTS:

- 1. When determining the number of employees in an agency, all employees are to be counted, including clerical, custodial, etc.
- 2. The *"recipient" agency is defined in terms of the implementing agency.* For example, if a grant is made through a municipality to the police department for conducting a program or purchasing equipment, the recipient is considered to be the police department.
- 3. The criterion of \$25,000 in grant money is cumulative for the recipient (may be the sum of several small grants) and does not require a single grant of \$25,000 or more.
- 4. For the purpose of these guidelines, the relevant "service population" shall be determined as follows:
 - A. For adult and juvenile correctional institutions, facilities and programs (including probation and parole programs), the service population shall be the inmate or client population served by the institution, facility, or program during the preceding fiscal year.
 - B. For all other recipient agencies (e.g., police and courts), the service population shall be the State population for state agencies, the county population for county agencies, and the municipal population for municipal agencies.

PROCEDURE FOR COMPLETION OF FORM A-6

Complete Section B on the reverse of this form if the implementing agency meets the criteria set out above and has formulated an Equal Employment Opportunity Program. If the implementing agency meets the criteria and this program has not been formulated, your application may not be accepted. For assistance, contact the DPSP EEOC officer at the central office.

Complete Section B on the reverse of this form if the implementing agency does not meet the criteria set out above.



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

DPSP use ONLY

Grant no.:

STATEMENT OF SPECIAL CONDITIONS

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

* **Acceptance Procedures.** The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing two (2) signature sheets in **BLUE** ink and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the subgrantee until the signed acceptance has been received.

* Subgrantee agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
- b. Certification Regarding Lobbying
- c. Subgrant Standard Assurances

* **Special Cancellation Condition for Subgrantees.**

(1) **Commencement with 60 Days.** If a project is not operational or started within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

(2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

- * **Non-expendable Property Purchased with Grant Funds.** Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem.

Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

- * **Requirements for Publication of Project Activities.** When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall submit publication to DPSP for approval. If approved, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

- * **Monthly Project Reporting Requirements.** Subgrantee agrees to submit **monthly** program activity progress reports and reimbursement reporting worksheets with supporting documents to the DPSP, Justice Programs, no later than ten (10) working days after the end of each month.

Required Reporting: Semi-Annual Program Reports are due January 5th and July 5th of each Calendar Year.

Annual State Performance Reports are due 15 days after the end date of the subgrant or any approved extension thereof (revised end date) along with the final financial reporting worksheet.

- * **Audit Requirements.** The subgrantee agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-110. Attachment F. Subparagraph 2h.
- c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

ENFORCING CIVIL RIGHTS LAWS (See Attachment)

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

We have read and understand all SPECIAL CONDITIONS as stated above and agree to fully comply with these conditions in the operation of the subgrant.

NON-SUPPLANT CERTIFICATION

The Hattiesburg Police Department-Victim Services (Applicant) hereby assures that Federal funds will not be used to supplant State or local funds and that Federal fund will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Signature: (Chief Administrative Officer)

A handwritten signature in black ink, appearing to read "James P. Davis", is written over a horizontal line.

Title:

Mayor, City of Hattiesburg

Date:



City of Hattiesburg, MS

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

Master

File Number: 2016-2638

File ID: 2016-2638

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/26/2016

Brief Title: Sale of grave spaces.

Final Action:

Minute Book Number: MB2016-125

Title:

Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Deeds (May 3), Deed Receiepts (May 3)

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	05/03/2016					

Text of Legislative File 2016-2638

Title

Approve the sale of grave spaces, per attached memo.

Summary

Sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Raymond and Betty Naylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¹/₄)

Lot Number : 64

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(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 Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Keitha Sparkman-Scott subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW¼)

Lot Number : 83

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(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 Kernas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2016.

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 Sammy Earl Clay subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 67

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2016.

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 Kermas Eaton, 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 3rd day of May, 2016.

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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charles and Carla Martin subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½)

Lot Number 38 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Four 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 3rd day of May, 2016.

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 Kernas Eaton, 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 3rd day of May, 2016

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charles and Carla Martin subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¹/₄)

Lot Number 45 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2016.

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 Kermas Eaton, 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 3rd day of May, 2016

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Annie Sue Armstrong subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¹/₄)

Lot Number 93 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2016.

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 Kernas Eaton, 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 3rd day of May, 2016

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 Carela 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:

West Half (W 1/2) of the Northwest Quarter (NW 1/4)

Lot 93

Section 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 3rd day of May, 2016.

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 Kermas Eaton , 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 3rd day of May, 2016.

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 Alonzo Hicks subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 72

Section 26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2016.

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 Kermas Eaton, 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 3rd day of May, 2016.

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 Roger Odomes (for Julius) subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 93

Section 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 3rd day of May, 2016.

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 Kernas Eaton, 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 3rd day of May, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Marsha Newman subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW ¼)

Lot Number 86 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2016.

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 Kermas Eaton, 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 3rd day of May, 2016

My Commission Expires:

NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-18- 20 16

SOLD TO:

Mr.. Mrs. Miss Carela Baker

ADDRESS 1100 Cedar St, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 93 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-18- 20 16

SOLD TO:

Mr.. Mrs. Miss Alonzo Hicks

ADDRESS 622 New Orleans St, 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. 82 Section No. 26 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

ck # 11975

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

1040 Dogwood Dr.
Hattiesburg Ms 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

mail to:

Hattiesburg, Miss., 4-14- 20 16

SOLD TO:

Mr.. Mrs. Miss Roger Odomes (for Julius)

ADDRESS 15 Toney Dr. Apt. #4 Hattiesburg, Ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 93 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By L. L. Ch...

Mail to:

47 South Lake Dr.

Hattiesburg, ms. 39401

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-25-2016

SOLD TO:

Mr. Mrs. Miss

Charles and Carla Martin

ADDRESS

805 Hardy St. Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 - 1/4 Lot No. 38 Section No. 37 in Highland Cemetery

Number of grave spaces

4

Price per grave space \$

175.00

Price Received \$

700.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

Supt. of City Cemeteries

CASH

Mail to:

47 South Lake Dr.

Hattiesburg, ms. 39401

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-25-2016

SOLD TO:

Mr. Mrs. Miss

Charles and Carla Martin

ADDRESS

805 Hardy St. Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 - 1/4 Lot No. 45 Section No. 37 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

Supt. of City Cemeteries

CASH

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-25-2016

SOLD TO:

Mr. Mrs. Miss

Annie Sue Armstrong

ADDRESS

18 Dunlieth Court, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 - 1/4 Lot No. 93 Section No. 37 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CASH

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-21 2016

SOLD TO:

Mr.. Mrs. Miss Raymond and Betty Naylor

ADDRESS 205 Eupora st. Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 64 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150⁰⁰

Price Received \$ 300⁰⁰

DL # 800888409

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams
Supt. of City Cemeteries

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-22- 2016

SOLD TO:

Mr.. Mrs. Miss Kertha Sparkman - Scott

ADDRESS 14 Pine street, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 83 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Willie
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-25- 2016

SOLD TO:

Mr.. Mrs. Miss Sammy Earl Clay

ADDRESS 801 Arledge St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 67 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Nebraska Bourne

Mail to:
86 Sweet Bay Trail
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-19- 20 16

SOLD TO:

Mr. Mrs. Miss

Marsha Newman

ADDRESS

205 Bay St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 86 Section No. 36 in Highland Cemetery

Number of grave spaces

2 Price per grave space \$ 175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Borne

Supt. of City Cemeteries

Clk # 3007



City of Hattiesburg, MS

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

Master

File Number: 2016-2632

File ID: 2016-2632

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 04/22/2016

Brief Title: CDBG Program Payments

Final Action:

Minute Book Number: MB2016-125

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG Payment 5-3-2016

Enactment Number:

Contact:

Meeting Date: 05/03/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	05/03/2016					

Text of Legislative File 2016-2632

Title

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

Summary

CDBG Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: May 3, 2016

Recipient:	Breakthrough Community Services, Inc.
Activity:	Emergency Residential Rehabilitation
Program:	CDBG
Project Site:	311 Cypress Street
Project Site:	101 Gay Avenue
Amount Requested:	\$18,840.00
Purpose of Request:	Payment Request Final
Work Provided by:	Millennium Construction



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Emergency Repairs	311 Cypress Street 101 Gay Avenue	01	April 21, 2016

Quantity	Description	Unit Price	Total
2	<i>Emergency Repairs: Completed</i> 311 Cypress Street 101 Gay Avenue	10,000 7,980	10,000.00 7,980.00
1	Project Delivery for 101 Gay Avenue	500	500.00
			\$18,480.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



City of Hattiesburg, MS

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

Master

File Number: 2016-2635

File ID: 2016-2635

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/25/2016

Brief Title: Claims docket

Final Action:

Minute Book Number: MB2016-126

Title:

Approve claims docket for the period ending April 30, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 16.04-30

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	05/03/2016					

Text of Legislative File 2016-2635

Title

Approve claims docket for the period ending April 30, 2016.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

00001 AMERICAN PLANNING ASSN (MBRSHF FEE R 00160367 15004071 NEW MBRSHF RUSSELL MPO DEPT	04/30/16	250665	275.00-

AMERICAN PLANNING ASSN (			275.00-
Sum			
00001 AMERICAN SIGNS 6590 00158910 15004078 LETTERING REPR VARI UNITS	04/30/16	250666	280.00-

AMERICAN SIGNS			280.00-
Sum			553.21-
00001 AMERICAN STEEL LINE BUIL 30616 00159799 15004235 FENCE FOR PUBLIC WORKS	04/30/16	250667	553.21-

AMERICAN STEEL LINE BUIL			553.21-
Sum			50.00-
00001 AREA DEVELOPMENT PARTNER 3942 00160456 15004101 REG WHITE 4/26-27/16	04/30/16	250671	50.00-

AREA DEVELOPMENT PARTNER			50.00-
Sum			150.00-
00001 ASSOC OF SOCIAL AND BEHA DUBOIS LUNCH 00159362 15004284 CONF PROG BOOKLET AD 3/16	04/30/16	250673	150.00-

ASSOC OF SOCIAL AND BEHA			150.00-
Sum			76.00-
00001 AT&T 601M26940440 00020167 15004096 SERV 4/8-5/7/16 POLICE DEPT	04/30/16	250674	76.00-
00001 AT&T 601M26684200 00160504 15004135 INTERACT SOFTWARE SUPPORT	04/30/16	250674	6,151.00-
00001 AT&T 601M26491400 00160504 15004136 INTERACT SOFTWARE SUPPORT	04/30/16	250674	47.00-

AT&T			6,274.00-
Sum			65.00-
00001 AT&T (U-VERSE) 137065628 4/ 00160607 15004256 MAYOR'S U-VERSE 3/6-4/5/16	04/30/16	250675	65.00-

AT&T (U-VERSE)			65.00-
Sum			239.95-
00001 AUTO ARMATURE SERVICE IN 04264 00160508 15004298 ALTERNATOR U#14406 SANIT	04/30/16	250677	239.95-

AUTO ARMATURE SERVICE IN			239.95-
Sum			596.68-
00001 AUTO ZONE 0139609318 00157787 15004295 REPR PTS U#9609 SHOP	04/30/16	250678	596.68-

AUTO ZONE			596.68-
Sum			228.23-
00001 BAKER DISTRIBUTING CO Q636760 00160269 15004155 A/C CONTROL BOARD MAYOR'S OFC	04/30/16	250679	228.23-
00001 BAKER DISTRIBUTING CO Q636760 FRT 00160576 15004194 FREIGHT CHG PO#160269	04/30/16	250679	60.00-

BAKER DISTRIBUTING CO			288.23-
Sum			444.89-
00001 BELK DEPARTMENT STORE P935600FB00Y 00159936 15004206 CLOTH ALLOW TRAXLER POLICE	04/30/16	250682	444.89-
00001 BELK DEPARTMENT STORE P935600FG00X 00160005 15004207 CLOTH ALLOW DUNAWAY POLICE	04/30/16	250682	162.24-
00001 BELK DEPARTMENT STORE P935600FG00X 00160006 15004208 CLOTH ALLOW DUNAWAY POLICE	04/30/16	250682	333.35-
00001 BELK DEPARTMENT STORE P935600FM00Y 00160174 15004209 CLOTH ALLOW HOFFER POLICE	04/30/16	250682	450.68-
00001 BELK DEPARTMENT STORE P935600FM00Y 00160176 15004210 CLOTH ALLOW KENNEDY POLICE	04/30/16	250682	168.65-
00001 BELK DEPARTMENT STORE P935600PM00X 00160195 15004211 CLOTH ALLOW WOOD POLICE	04/30/16	250682	317.94-
00001 BELK DEPARTMENT STORE P935600FT00Y 00160350 15004212 CLOTH ALLOW ROCKHOLD POLICE	04/30/16	250682	282.96-
00001 BELK DEPARTMENT STORE P935600FW00X 00160402 15004213 CLOTH ALLOW ROCKHOLD POLICE	04/30/16	250682	116.46-

00001 BELK DEPARTMENT STORE	P935600FW00X	00160339	15004214	CLOTH ALLOW DEARMAN POLICE	04/30/16	250682	395.89-
00001 BELK DEPARTMENT STORE	P935600FS00Y	00160374	15004215	CLOTH ALLOW MOORE POLICE	04/30/16	250682	147.00-
00001 BELK DEPARTMENT STORE	P935600F300Y	00159730	15004225	CLOTH ALLOW RUPLE POLICE	04/30/16	250682	250.96-

BELK DEPARTMENT STORE							
Sum							3,071.02-
00001 BERNARDO, DEBRA	TRAVEL REIMB	00160491	15004129	EXPNS MMCCA MEETING RAYMOND	04/30/16	250683	289.90-

BERNARDO, DEBRA							
Sum							289.90-
00001 BEST BUY BUSINESS ADVANT	2260608	00160122	15004073	VOICE RECORDERS IA AND STOCK	04/30/16	250684	179.97-

BEST BUY BUSINESS ADVANT							
Sum							179.97-
00001 BETA ALPHA PSI	REG HANSON 6	00160658	15004344	REG HANSON ACCOUNTING SMNAR	04/30/16	250685	100.00-

BETA ALPHA PSI							
Sum							100.00-
00001 BIG IRON DIESEL REPAIR L	SO2972	00159248	15004124	REPRS U#13982 STREET	04/30/16	250686	2,255.97-
00001 BIG IRON DIESEL REPAIR L	SO2966	00159709	15004169	REMAN DEUTZ ENGINE STREET	04/30/16	250686	11,593.50-

BIG IRON DIESEL REPAIR L							
Sum							13,849.47-
00001 BODY TECH INC	2406	00160527	15004157	TOWING U#18330 POLICE	04/30/16	250687	60.00-
00001 BODY TECH INC	2420	00160527	15004158	TOWING U#17571 POLICE	04/30/16	250687	60.00-

BODY TECH INC							
Sum							120.00-
00001 BRACKMAN MOWER WAREHOUSE	10151	00160120	15004245	REPR PTS U#18707 HEALTH	04/30/16	250691	149.99-
00001 BRACKMAN MOWER WAREHOUSE	10382	00160414	15004292	MOWER REPR PTS PUBLIC WORKS	04/30/16	250691	465.48-

BRACKMAN MOWER WAREHOUSE							
Sum							615.47-
00001 BRIDGE & WATSON INC	VOTING RIGHT	00160672	15004343	VOTING RIGHTS LITIGATION	04/30/16	250694	3,719.17-

BRIDGE & WATSON INC							
Sum							3,719.17-
00001 BRUCE ROSSMEYERS DAYTONA	04012016	00160499	15004142	MTRCYCLE LEASE 4/16-6/16	04/30/16	250697	12,420.00-

BRUCE ROSSMEYERS DAYTONA							
Sum							12,420.00-
00001 BRUNINI	212576	00160644	15004333	SERVS 3/16 GENERAL-SSO'S	04/30/16	250698	18,766.27-
00001 BRUNINI	212575	00160644	15004334	SERVS 3/16 USA YEAST	04/30/16	250698	27.50-

BRUNINI							
Sum							18,793.77-
00001 BUMPER TO BUMPER #230	02300059171	00160463	15004230	UPGRADE SUPP U#2681 FIRE DEPT	04/30/16	250699	251.06-

BUMPER TO BUMPER #230							
Sum							251.06-

00001 C D W GOVERNMENT	BXK0960	00160676 15004346	SCANNER POLICE DEPT	04/30/16	250700	474.05-

C D W GOVERNMENT						
Sum						474.05-
00001 C SPIRE WIRELESS (CELLUL 3/23/16-4/22	02016455	15004412	CELL SERV 4/16 VARI DEPTS	04/30/16	250701	9,107.04-

C SPIRE WIRELESS (CELLUL						
Sum						9,107.04-
00001 CAMPER CITY OF HATTIESBU 36083		00160152 15004095	TIRES CEMETERY	04/30/16	250703	190.00-

CAMPER CITY OF HATTIESBU						
Sum						190.00-
00001 CANON FINANCIAL SERVICES 15993416		00160489 15004130	COPIER 4/16 PURCH/ACCTG	04/30/16	250704	115.00-

CANON FINANCIAL SERVICES						
Sum						115.00-
00001 CARQUEST AUTO PARTS STOR 14758-68088		00160307 15004087	REPR PTS SHOP STOCK	04/30/16	250706	125.76-
00001 CARQUEST AUTO PARTS STOR 14758-68089		00160307 15004088	REPR PTS U#15999 STREET	04/30/16	250706	101.55-
00001 CARQUEST AUTO PARTS STOR 14758-68062		00160307 15004089	REPR PTS U#7873 STREET	04/30/16	250706	62.27-
00001 CARQUEST AUTO PARTS STOR 14758-68308		00160071 15004173	REPR PTS U#9605 SHOP	04/30/16	250706	43.29-
00001 CARQUEST AUTO PARTS STOR 14758-68310		00160071 15004174	REPR PTS U#9605 SHOP	04/30/16	250706	76.83-
00001 CARQUEST AUTO PARTS STOR 14758-68490		00160376 15004374	REPR PTS U#13047 STREET	04/30/16	250706	41.00-

CARQUEST AUTO PARTS STOR						
Sum						450.70-
00001 CASTRACANE, MARK (REFUND DAMAGE DEP R	02016434	15004255	DAMAGE DEPOSIT REFUND	04/30/16	250707	300.00-

CASTRACANE, MARK (REFUND						
Sum						300.00-
00001 CERTIFIED LABORATORIES 2250693		00159222 15004224	MOTOR OIL POLICE DEPT	04/30/16	250709	2,414.50-

CERTIFIED LABORATORIES						
Sum						2,414.50-
00001 CHIEF LAW ENFORCEMENT SU 102818		00160080 15004082	RAINSUITS FIRE CHIEFS	04/30/16	250710	66.70-

CHIEF LAW ENFORCEMENT SU						
Sum						66.70-
00001 CITY OF HATTIESBURG FUND TRF 3RD 4/16	02016444	15004311	TRF 3RD 4/16 PAYROLL	04/27/16	110836	933,919.13-

CITY OF HATTIESBURG FUND						
Sum						933,919.13-
00001 COLEMAN, EUNICE	TRAV ADVANCE	00160401 15004077	TRAV ADV GRANT WRITING CLASS	04/30/16	250712	181.54-

COLEMAN, EUNICE						
Sum						181.54-
00001 COMCAST CABLEVISION OF H 095777455960		00160588 15004221	CABLE SERVS CITY HALL	04/30/16	250713	68.37-
00001 COMCAST CABLEVISION OF H 095776209390		00160671 15004338	CABLE 3/1-29/16 EMP CLINIC	04/30/16	250713	133.70-
00001 COMCAST CABLEVISION OF H 095776209390		00160671 15004339	CABLE 3/30-4/29 EMP CLINIC	04/30/16	250713	133.70-

COMCAST CABLEVISION OF H						
Sum						335.77-
00001 COMCAST SPOTLIGHT	JA518435	00160600 15004222	MOST LIVABLE CITY ADS	04/30/16	250714	500.00-

00001 COMCAST SPOTLIGHT	JA524603	00160600 15004223 MOST LIVABLE CITY ADS	04/30/16	250714	340.00-

COMCAST SPOTLIGHT					
Sum					840.00-
00001 COPY CATS PRINTING	404401	00160391 15004287 INCIDENT CLAIM/SUPER REPORTS	04/30/16	250717	116.00-

COPY CATS PRINTING					
Sum					116.00-
00001 COURTESY MOTORS INC	209609	00160229 15004125 REPRS U#17529 STREET	04/30/16	250718	1,093.98-

COURTESY MOTORS INC					
Sum					1,093.98-
00001 COVINGTON SALES & SERVIC	72188	00159542 15004170 USED KUBOTA STREET DEPT	04/30/16	250720	49,995.00-

COVINGTON SALES & SERVIC					
Sum					49,995.00-
00001 CRAIN TRACTOR & EQUIPMEN	CP26351	00160459 15004163 REPR PTS U#15514 STREET	04/30/16	250721	209.25-

CRAIN TRACTOR & EQUIPMEN					
Sum					209.25-
00001 DAVID T AULTMAN CONSTRUC	520	00159987 15004227 ROOF BLDG/ERECT STORAGE BLDG	04/30/16	250723	4,200.00-
00001 DAVID T AULTMAN CONSTRUC	521	00160437 15004228 EXTRA MATLS TO INSTALL BLDG	04/30/16	250723	530.00-

DAVID T AULTMAN CONSTRUC					
Sum					4,730.00-
00001 DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00160592 15004220 EXPNS NLC CHICAGO/WASHINGTON	04/30/16	250726	63.52-

DUPREE, JOHNNY MAYOR					
Sum					63.52-
00001 ECONOMY SUPPLY CO	249471	00160338 15004067 SHELVING SUPP READS PROGRAM	04/30/16	250727	75.00-
00001 ECONOMY SUPPLY CO	249272	00160150 15004085 KNEE PADS SAFETY STOCK	04/30/16	250727	112.50-
00001 ECONOMY SUPPLY CO	249273	00160141 15004086 PORTLAND CEMENT STREET STOCK	04/30/16	250727	805.00-
00001 ECONOMY SUPPLY CO	249843	00160483 15004192 PLYWOOD/CONCRETE CEMETERY	04/30/16	250727	394.80-
00001 ECONOMY SUPPLY CO	249899	00160537 15004246 REPR ROOF LEAK HILND CEMETERY	04/30/16	250727	45.00-

ECONOMY SUPPLY CO					
Sum					1,432.30-
00001 ELEVATOR TECHNICAL SERVI	2015-12	00160399 15004075 ANNUAL ELEVATOR INSPECT/TEST	04/30/16	250728	150.00-
00001 ELEVATOR TECHNICAL SERVI	2015-12	00157307 15004247 INSPECT CITY HALL/PINE ST	04/30/16	250728	302.00-

ELEVATOR TECHNICAL SERVI					
Sum					452.00-
00001 EMPIRE TRUCK SALES (H'BU	CE006108770:	00157372 15004094 REPR PTS U#15893 SANIT	04/30/16	250730	75.89-

EMPIRE TRUCK SALES (H'BU					
Sum					75.89-
00001 EMPLOY TEST LLC	26020	00159460 15004119 PRE-EMP SKILLS TEST	04/30/16	250731	3,562.50-

EMPLOY TEST LLC					
Sum					3,562.50-
00001 FAIRLEY, BILLY RAY	431857	00160594 15004376 STORM DRAIN HWY 11 WEST	04/30/16	250735	300.00-
00001 FAIRLEY, BILLY RAY	431858	00160599 15004377 STORM DRAIN TOWN SQUARE PARK	04/30/16	250735	400.00-

FAIRLEY, BILLY RAY

Sum								700.00-
00001	FASTENAL COMPANY	MSHAT189824	00160393	15004175	RESTOCK BIN SUPPLY CONSTR DEP	04/30/16	250737	126.78-
00001	FASTENAL COMPANY	MSHAT189919	00160488	15004243	BIN RESTOCK CONSTR DEPT	04/30/16	250737	52.20-
00001	FASTENAL COMPANY	MSHAT189082	00159633	15004369	RUBBER BOOTS TRAFFIC DEPT	04/30/16	250737	84.15-
00001	FASTENAL COMPANY	MSHAT189658	00159633	15004370	RUBBER BOOTS TRAFFIC DEPT	04/30/16	250737	66.11-
00001	FASTENAL COMPANY	MSHAT189389	00159910	15004380	RAINCOATS CONSTR DEPT	04/30/16	250737	209.93-

FASTENAL COMPANY

Sum								539.17-
00001	FEDERAL EXPRESS	5-307-71547	00160665	15004326	SERV 2/1/16 M/ADM	04/30/16	250738	56.14-

FEDERAL EXPRESS

Sum								56.14-
00001	FEDEX OFFICE AND PRINT S	5-682-48908	00160545	15004172	SERVS 4/5/16 ENGR DEPT	04/30/16	250739	67.34-

FEDEX OFFICE AND PRINT S

Sum								67.34-
00001	FREDERICK ENVIRONMENTAL,	101 MONTAGUE	00160224	15004259	ASBESTOS REMOVAL	04/30/16	250742	1,689.00-

FREDERICK ENVIRONMENTAL,

Sum								1,689.00-
00001	FUELMAN OF MS	BG127044 NP4	00160465	15004137	FUEL CHGS 4/4-10/16 POLICE	04/30/16	250743	89.67-
00001	FUELMAN OF MS	BG127044 NP4	00160468	15004144	FUEL CHG 4/6/16 PRESLEY	04/30/16	250743	26.12-
00001	FUELMAN OF MS	BG127044 NP4	00160722	15004393	FUEL CHGS 4/11-17/16 POLICE	04/30/16	250743	135.62-

FUELMAN OF MS

Sum								251.41-
00001	FV RECYCLING	2015-8549	00160446	15004105	RECYCLING FEES 3/16	04/30/16	250744	48.00-
00001	FV RECYCLING	2015-8550	00160446	15004106	RECYCLING FEES 3/16	04/30/16	250744	54.75-
00001	FV RECYCLING	2015-8539	00160446	15004107	RECYCLING FEES 3/16	04/30/16	250744	82.00-
00001	FV RECYCLING	2015-8506	00160446	15004108	RECYCLING FEES 3/16	04/30/16	250744	47.50-
00001	FV RECYCLING	2015-8484	00160446	15004109	RECYCLING FEES 3/16	04/30/16	250744	111.50-
00001	FV RECYCLING	2015-8422	00160446	15004110	RECYCLING FEES 3/16	04/30/16	250744	43.00-
00001	FV RECYCLING	2015-8423	00160446	15004111	RECYCLING FEES 3/16	04/30/16	250744	79.75-
00001	FV RECYCLING	2015-8320	00160446	15004112	RECYCLING FEES 3/16	04/30/16	250744	43.50-

00001	FV RECYCLING	2015-8321	00160446	15004113	RECYCLING FEES 3/16	04/30/16	250744	60.25-
00001	FV RECYCLING	2015-8322	00160446	15004114	RECYCLING FEES 3/07	04/30/16	250744	97.00-
00001	FV RECYCLING	2015-8323	00160446	15004115	RECYCLING FEES 3/16	04/30/16	250744	112.50-
00001	FV RECYCLING	2015-8324	00160446	15004116	RECYCLING FEES 3/16	04/30/16	250744	50.00-

FV RECYCLING

Sum								829.75-
00001	G & K SERVICES	1035709734	00160366	15004070	UNIFORMS 4/04 GEORGE T DEPOT	04/30/16	250751	4.55-
00001	G & K SERVICES	1035711991	00160428	15004097	UNIFORMS 4/11 GEORGE T DEPOT	04/30/16	250751	4.55-
00001	G & K SERVICES	1035714245	00160428	15004098	UNIFORMS 4/18 GEORGE T DEPOT	04/30/16	250751	4.55-
00001	G & K SERVICES	1035714198	00160621	15004260	MATS 4/18 TRAFFIC	04/30/16	250751	6.40-
00001	G & K SERVICES	1035714201	00160621	15004261	MOP/MAT 4/18 CITY BARN	04/30/16	250751	24.80-
00001	G & K SERVICES	1035714200	00160621	15004262	MOP/MAT 4/18 PUBLIC WORKS	04/30/16	250751	16.65-

00001 GRAVES, ROBERT M	951900	00160243	15004368	LOT CLEARING 104 MONTAGUE ST	04/30/16	250759	200.00-
00001 GRAVES, ROBERT M	700 WALNUT S	00160223	15004411	LOT CLEARING 700 WALNUT ST	04/30/16	250759	150.00-

GRAVES, ROBERT M							
Sum							350.00-
00001 GULF COAST OFFICE PRODUC	25557-0	00160577	15004297	COPY PAPER PUBLIC WORKS	04/30/16	250763	93.78-

GULF COAST OFFICE PRODUC							
Sum							93.78-
00001 H'BURG CLINIC PA (ACCT#2	1028000103 3	00160498	15004140	PSY EXAM ROBINSON	04/30/16	250764	275.00-

H'BURG CLINIC PA (ACCT#2							
Sum							275.00-
00001 H'BURG CYCLES INC	1791008	00159831	15004159	WINDSHIELD/TOP U#20255 ATV	04/30/16	250766	789.98-

H'BURG CYCLES INC							
Sum							789.98-
00001 H'BURG HYDRAULICS INC	64044	00160070	15004164	REPR PTS U#14402 SANIT	04/30/16	250767	140.41-
00001 H'BURG HYDRAULICS INC	64045	00160070	15004165	REPR PTS U#20068 STREET	04/30/16	250767	127.54-
00001 H'BURG HYDRAULICS INC	64047	00160070	15004166	REPR PTS U#19755 STREET	04/30/16	250767	140.79-

H'BURG HYDRAULICS INC							
Sum							408.74-
00001 HANCOCK BANK TRUST & FIN	4/21/16 DUE	02016430	15004204	MDB 2001 BONDS 12/22/08	04/25/16	110827	2,121.67-

HANCOCK BANK TRUST & FIN							
Sum							2,121.67-
00001 HARRIS, DR HUEL (REFUND)	DAMAGE DEP R	02016434	15004253	DAMAGE DEPOSIT REFUND	04/30/16	250769	500.00-

HARRIS, DR HUEL (REFUND)							
Sum							500.00-
00001 HAVARD PEST CONTROL INC	983250	00020163	15004396	SRV 4/16 POLICE SUB-ST	04/30/16	250771	40.00-
00001 HAVARD PEST CONTROL INC	983308	00020163	15004397	SRV 4/16 FIRE ADM	04/30/16	250771	48.00-
00001 HAVARD PEST CONTROL INC	983254	00020163	15004398	SRV 4/16 #1 FIRE STA	04/30/16	250771	50.00-
00001 HAVARD PEST CONTROL INC	983255	00020163	15004399	SRV 4/16 #2 FIRE STA	04/30/16	250771	48.00-
00001 HAVARD PEST CONTROL INC	983256	00020163	15004400	SRV 4/16 #3 FIRE STA	04/30/16	250771	48.00-
00001 HAVARD PEST CONTROL INC	983259	00020163	15004401	SRV 4/16 #5 FIRE STA	04/30/16	250771	48.00-
00001 HAVARD PEST CONTROL INC	983261	00020163	15004402	SRV 4/16 #6 FIRE STA	04/30/16	250771	48.00-
00001 HAVARD PEST CONTROL INC	983262	00020163	15004403	SRV 4/16 #7 FIRE STA	04/30/16	250771	48.00-
00001 HAVARD PEST CONTROL INC	983267	00020163	15004404	SRV 4/16 #8 FIRE STA	04/30/16	250771	48.00-
00001 HAVARD PEST CONTROL INC	983270	00020163	15004405	SRV 4/16 P/F ACADEMY	04/30/16	250771	50.00-
00001 HAVARD PEST CONTROL INC	983297	00020163	15004406	SRV 4/16 ENGR OFFICE	04/30/16	250771	55.00-
00001 HAVARD PEST CONTROL INC	983310	00020163	15004407	SRV 4/16 AIRPORT	04/30/16	250771	45.00-
00001 HAVARD PEST CONTROL INC	983312	00020163	15004408	SRV 4/16 AIRPORT MAINT	04/30/16	250771	45.00-
00001 HAVARD PEST CONTROL INC	983306	00020163	15004409	SRV 4/16 TRAIN DEPOT	04/30/16	250771	85.00-

HAVARD PEST CONTROL INC							
Sum							706.00-
00001 HERRIN, ERIC	TRAV ADVANCE	00160564	15004197	TRAV ADV NATL POL WK WASHNGTN	04/30/16	250772	2,195.15-

HERRIN, ERIC							
Sum							2,195.15-

00001 HICKS LAW FIRM, LLC	7769	00160669 15004335	SERVS BIVENS VS CITY/HOWELL	04/30/16	250773	5,500.00-
00001 HICKS LAW FIRM, LLC	7770	00160669 15004336	SERVS ARTHUR SMITH V LAWRENCE	04/30/16	250773	460.00-

HICKS LAW FIRM, LLC						
Sum						5,960.00-
00001 HILL, LEROY COFFEE CO IN	694675	00160526 15004153	COFFEE SERV M/ADM	04/30/16	250775	59.14-
00001 HILL, LEROY COFFEE CO IN	694810	00160526 15004154	COFFEE SERV M/ADM	04/30/16	250775	11.55-

HILL, LEROY COFFEE CO IN						
Sum						70.69-
00001 HOL-MAC CORPORATION	329833	00155386 15004167	REPR PTS U#15893 STREET	04/30/16	250777	289.39-
00001 HOL-MAC CORPORATION	328100 FRT	00158985 15004177	FREIGHT CHGS PO#150845	04/30/16	250777	14.20-

HOL-MAC CORPORATION						
Sum						303.59-
00001 HOME DEPOT	5043634	00159806 15004188	BINS FOR STORAGE BLDG ACDMY	04/30/16	250778	55.88-

HOME DEPOT						
Sum						55.88-
00001 I C M-IMPROVED CONSTR ME	50000708	00160232 15004371	ASPHALT/CONCRETE BLADES	04/30/16	250780	2,304.28-

I C M-IMPROVED CONSTR ME						
Sum						2,304.28-
00001 INDIAN SPRINGS MGF. CO.,	10608	00160031 15004364	CHLORINE CLEANUP CONTAINERS	04/30/16	250781	1,396.31-

INDIAN SPRINGS MGF. CO.,						
Sum						1,396.31-
00001 INDOFF INC	2785874	00160127 15004231	FIRE INSPECTION DOOR HANGERS	04/30/16	250782	433.97-
00001 INDOFF INC	2788036	00160365 15004304	OFFICE/JANIT SUPP FIRE DEPT	04/30/16	250782	264.54-
00001 INDOFF INC	2787408	00160320 15004357	HEADPHONES/HEATER MPO OFFICE	04/30/16	250782	121.98-
00001 INDOFF INC	2787360	00160335 15004395	OFFICE SUPP CEMETERY	04/30/16	250782	78.13-

INDOFF INC						
Sum						898.62-
00001 INSTALLATION PLUS	6090	00159796 15004379	UPGRADE TANKS P/W FUEL STA	04/30/16	250783	7,210.00-

INSTALLATION PLUS						
Sum						7,210.00-
00001 INSTITUTE OF POLICE TECH	1017477	00160679 15004350	LATE REG FEE PO#158942	04/30/16	250784	100.00-

INSTITUTE OF POLICE TECH						
Sum						100.00-
00001 INTERFACE SECURITY SYSTE	18320791	00160497 15004145	SECURITY 5/16 HILND CMTERY	04/30/16	250785	33.02-
00001 INTERFACE SECURITY SYSTE	18331390	00160497 15004146	SECURITY 5/16 SOUTH HILL CEM	04/30/16	250785	29.95-

INTERFACE SECURITY SYSTE						
Sum						62.97-
00001 INTOXIMETERS	528933	00160318 15004226	ALCO-SENSOR MOUTH PIECES	04/30/16	250786	62.85-
00001 INTOXIMETERS	529509	00160492 15004289	ALCO-SENSOR MOUTH PIECES	04/30/16	250786	146.25-

INTOXIMETERS						

Sum							209.10-
00001 IRBY, STUART C CO	S009552352.0	00160542	15004378	EMERGENCY LIGHTS ENGR DEPT	04/30/16	250787	109.12-

IRBY, STUART C CO							
Sum							109.12-
00001 J M H GRAPHICS	8105 PO#1601	00160166	15004332	TRAIN DAY T-SHIRTS VOLUNTEERS	04/30/16	250788	450.00-

J M H GRAPHICS							
Sum							450.00-
00001 JACKSON COMMUNICATIONS	W19329	00160346	15004121	RADIO REPR U#19561 FIRE DEPT	04/30/16	250790	393.00-

JACKSON COMMUNICATIONS							
Sum							393.00-
00001 JET CONSTRUCTION	2176	00159903	15004372	MASON SAND CITY WIDE USE	04/30/16	250793	1,040.00-
00001 JET CONSTRUCTION	2177	00159912	15004384	TOPSOIL HILND CEMETERY	04/30/16	250793	1,950.00-

JET CONSTRUCTION							
Sum							2,990.00-
00001 JONES & BARTLETT PUBLISH	3330841	00157885	15004229	FIRE SERVICE BOOKS P/F ACDMY	04/30/16	250796	725.00-

JONES & BARTLETT PUBLISH							
Sum							725.00-
00001 K & K TRUCK-TRAILER PART	63654	00159783	15004168	REPR PTS STREET STOCK	04/30/16	250799	79.02-

K & K TRUCK-TRAILER PART							
Sum							79.02-
00001 KRONOS INCORPORATED	11047592	00160117	15004288	SOFTWARE SUPPORT/ED SERVS	04/30/16	250803	33,020.62-
00001 KRONOS INCORPORATED	11047593	00160117	15004299	SOFTWARE/EQUIPMENT SUPPORT	04/30/16	250803	405.00-

KRONOS INCORPORATED							
Sum							33,425.62-
00001 LAMAR AUTO SALVAGE INC	544601	00160066	15004375	REPR PTS U#12688 STREET	04/30/16	250806	150.00-

LAMAR AUTO SALVAGE INC							
Sum							150.00-
00001 LARD OIL COMPANY	0768741-IN	00159775	15004353	LUBRICANTS FOR SANIT DEPT	04/30/16	250808	4,554.28-
00001 LARD OIL COMPANY	7687418-IN	00159775	15004354	DEXRON III SANIT DEPT	04/30/16	250808	411.14-
00001 LARD OIL COMPANY	0774277-IN	00160598	15004383	MOTOR OIL CEMETERY	04/30/16	250808	640.18-

LARD OIL COMPANY							
Sum							5,605.60-
00001 LEXISNEXIS MATTHEW BENDE	3498862001	00160418	15004066	MS CODE BOOKS VARI DEPTS	04/30/16	250810	284.63-

LEXISNEXIS MATTHEW BENDE							
Sum							284.63-
00001 LOWE'S OF HATTIESBURG IN	924749	00157827	15004120	LIGHT RACKS	04/30/16	250812	66.48-

LOWE'S OF HATTIESBURG IN							
Sum							66.48-
00001 M B C - L E O	REG WHITE 6/	00160454	15004102	REG WHITE CONF BILOXI	04/30/16	250813	175.00-

M B C - L E O							

Sum							175.00-
00001 MCELHANEY PLUMBING INC	239485	00157756	15004250	HARDWARE SUPP 1/16 POLICE	04/30/16	250816	30.83-

MCELHANEY PLUMBING INC							30.83-
Sum							174.25-
00001 MCMULLAN EQUIPMENT CO	367764	00160067	15004091	PROGRAM KEY U#18555 STREET	04/30/16	250818	-----
MCMULLAN EQUIPMENT CO							174.25-
Sum							29,000.00-
00001 MEDICAL ANALYSIS-GHV	10155	00160667	15004340	MANAGEMENT EMP MED CLINIC	04/30/16	250819	811.33-
00001 MEDICAL ANALYSIS-GHV	9163713573	00160667	15004341	LAB	04/30/16	250819	-----
MEDICAL ANALYSIS-GHV							29,811.33-
Sum							36.30-
00001 MID SOUTH GLASS INC	42545	00160186	15004244	FRAME GLASS WORK ZONE POSTERS	04/30/16	250821	-----
MID SOUTH GLASS INC							36.30-
Sum							543.00-
00001 MISENHELTER, EUGENE F	TRAV ADVANCE	00160502	15004141	TRAV ADV MACP CONF BILOXI	04/30/16	250822	-----
MISENHELTER, EUGENE F							543.00-
Sum							
00001 MISSISSIPPI AG COMPANY, P90755		00159512	15004305	REPR PTS U#15082 STREET	04/30/16	250823	429.37-

MISSISSIPPI AG COMPANY,							429.37-
Sum							1,952.95-
00001 MOORE, TAMARA	TRAV ADVANCE	00160562	15004198	TRAV ADV NATL POL WK WASHNGTN	04/30/16	250825	-----
MOORE, TAMARA							1,952.95-
Sum							325.00-
00001 MS ASSN OF CHIEFS OF POL REG MISENHEL	00160501	15004143	REG MISENHELTER CONF BILOXI	04/30/16	250827	-----	
MS ASSN OF CHIEFS OF POL							325.00-
Sum							13,604.29-
00001 MS DEPT OF INFORMATION T IN 601 COH19	02016453	15004355	LONG DIST 4/16 VARI DEPTS	04/30/16	250828	-----	
MS DEPT OF INFORMATION T							13,604.29-
Sum							150.00-
00001 MS INSURANCE DEPT ELEVAT ANNUAL CERTI	00160724	15004394	ANNUAL CERTIFICATES POLICE	04/30/16	250829	-----	
MS INSURANCE DEPT ELEVAT							150.00-
Sum							235.00-
00001 MS MUNICIPAL LEAGUE	REG BERNARDO	00160543	15004147	REG BERNARDO CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG BRADLEY	00160509	15004148	REG BRADLEY CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG CARROLL	00160509	15004149	REG CARROLL CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG DRYDEN 6	00160509	15004150	REG DRYDEN CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG NAYLOR 6	00160541	15004151	REG NAYLOR CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG NAYLOR 6	00160541	15004152	REG NAYLOR MBC-LEO CNF BILOXI	04/30/16	250831	175.00-
00001 MS MUNICIPAL LEAGUE	REG ARNOLD 6	00160507	15004193	REG ARNOLD CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG EATON 6/	00160556	15004195	REG EATON CONF BILOXI	04/30/16	250831	235.00-

00001 MS MUNICIPAL LEAGUE	REG WAITS 6/	00160556	15004196	REG WAITS CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG RUTLAND	00160580	15004241	REG RUTLAND CONF BILOXI	04/30/16	250831	235.00-
00001 MS MUNICIPAL LEAGUE	REG PARKER 6	00160720	15004389	REG PARKER CONF BILOXI	04/30/16	250831	235.00-

MS MUNICIPAL LEAGUE							
Sum							2,525.00-
00001 MS MUNICIPAL WORKERS' CO	6834	00160597	15004219	ADDL PREMIUM AFTER AUDIT	04/30/16	250832	46,773.00-

MS MUNICIPAL WORKERS' CO							
Sum							46,773.00-
00001 MS POWER COMPANY	4/16 GENERAL	00201614	15004218	MNTHLY ELEC-GENERAL	04/30/16	250833	105,604.95-

MS POWER COMPANY							
Sum							105,604.95-
00001 MS STATE DEVELOPMENT AUT	GRANT #R-103	02016438	15004309	HCL LEVERAGE LENDER LLC	04/27/16	110834	10,117.67-

MS STATE DEVELOPMENT AUT							
Sum							10,117.67-
00001 MS STATE/EMP SECURITY CO	9200131000 4	00160681	15004345	UNEMP CLAIMS FIRST QTR 2016	04/30/16	250834	2,393.44-

MS STATE/EMP SECURITY CO							
Sum							2,393.44-
00001 NAPA AUTO PARTS	544363	00160472	15004161	REPR PTS U#14516/STOCK	04/30/16	250835	163.90-
00001 NAPA AUTO PARTS	544318	00160444	15004296	REPR PTS SHOP/U#14409 SANIT	04/30/16	250835	83.10-
00001 NAPA AUTO PARTS	544608	00160512	15004306	REPR PTS STREET STOCK	04/30/16	250835	427.45-

NAPA AUTO PARTS							
Sum							674.45-
00001 NEEL-SCHAFFER INC	EST #5	00160390	15004171	SRV L'SCAPE/PED IMPROVEMENTS	04/30/16	250836	30,548.43-

NEEL-SCHAFFER INC							
Sum							30,548.43-
00001 NEWELL PAPER COMPANY	869133	00160548	15004237	RAGS FOR PUBLIC WORKS DEPT	04/30/16	250837	386.30-
00001 NEWELL PAPER COMPANY	868662	00160343	15004285	BATH TISSUE ACCTG/PURCH	04/30/16	250837	90.00-
00001 NEWELL PAPER COMPANY	869037	00160343	15004286	PAPER TOWELS ACCTG/PURCH	04/30/16	250837	204.00-

NEWELL PAPER COMPANY							
Sum							680.30-
00001 NOBLES CONTRACTING LLC	APPL #4 156	00160670	15004328	OLD FEDERAL BLDG RENOVATIONS	04/30/16	250839	150,131.35-

NOBLES CONTRACTING LLC							
Sum							150,131.35-
00001 O'REILLY AUTO PARTS	0943-107684	00158704	15004156	REPR PTS U#18324 POLICE	04/30/16	250842	125.67-
00001 O'REILLY AUTO PARTS	0943-107141	00158573	15004362	OIL FILTERS POLICE STOCK	04/30/16	250842	41.40-

O'REILLY AUTO PARTS							
Sum							167.07-
00001 OFFICE DEPOT INC	1920223009	00160377	15004232	PRINTER SUPP TRAFFIC DEPT	04/30/16	250843	276.23-
00001 OFFICE DEPOT INC	1925376863	00160377	15004248	CREDIT	04/30/16	250843	6.99
00001 OFFICE DEPOT INC	829263546001	00159638	15004329	OFFICE SUPP COMM CNTRS	04/30/16	250843	5.38-
00001 OFFICE DEPOT INC	832857831001	00160004	15004360	OFFICE SUPP POLICE DEPT	04/30/16	250843	96.64-

00001 OFFICE DEPOT INC	832857830001	00160004	15004361	CAMERA USB CABLES	04/30/16	250843	59.00-
00001 OFFICE DEPOT INC	832146766001	00159822	15004387	OFFICE SUPP MPO DEPT	04/30/16	250843	89.97-
00001 OFFICE DEPOT INC	832462777001	00159822	15004388	OFFICE SUPP MPO DEPT	04/30/16	250843	92.79-

OFFICE DEPOT INC							
Sum							613.02-
00001 ORIENTAL TRADING CO INC	676416317-02	00158981	15004138	DOMESTIC VIOLENCE SUPPLIES	04/30/16	250844	52.99-
00001 ORIENTAL TRADING CO INC	676416317-01	00158981	15004139	DOMESTIC VIOLENCE SUPPLIES	04/30/16	250844	94.95-

ORIENTAL TRADING CO INC							
Sum							147.94-
00001 OVERHEAD DOOR CO OF HBUR	74613	00159270	15004083	BAY DOOR REPR #1 FIRE STA	04/30/16	250845	130.00-
00001 OVERHEAD DOOR CO OF HBUR	75274	00159139	15004189	BAY DOOR REPR #4 FIRE STA	04/30/16	250845	295.00-

OVERHEAD DOOR CO OF HBUR							
Sum							425.00-
00001 PALM PROPERTY DEVELOPMEN	MB#2014/198-	02016443	15004300	DL RENEWAL STATION LEASE PYMT	04/30/16	250847	1,100.00-

PALM PROPERTY DEVELOPMEN							
Sum							1,100.00-
00001 PEARL RIVER VALLEY EPA (	4/16 GENERAL	00201614	15004217	MNTHLY 4/16 PUBLIC SERVICES	04/30/16	250848	1,771.83-

PEARL RIVER VALLEY EPA (							
Sum							1,771.83-
00001 PINE BELT OIL COMPANY IN	1031581	00160441	15004391	GAS FOR FUEL STATION	04/30/16	250852	8,860.68-
00001 PINE BELT OIL COMPANY IN	975082	00160441	15004392	DIESEL FOR FUEL STATION	04/30/16	250852	6,100.66-

PINE BELT OIL COMPANY IN							
Sum							14,961.34-
00001 PINE BELT READY MIX CONC	476787	00159653	15004385	CONCRETE CITY WIDE USE	04/30/16	250854	1,640.00-

PINE BELT READY MIX CONC							
Sum							1,640.00-
00001 PRECISION CONCRETE CUTTI	16-053	00159672	15004307	SERVS SIDEWALKS VARI LOC	04/30/16	250859	2,236.50-
00001 PRECISION CONCRETE CUTTI	16-053	00160495	15004308	ADDL AMT DUE PO#159672	04/30/16	250859	38.70-

PRECISION CONCRETE CUTTI							
Sum							2,275.20-
00001 PRESLEY, PAUL E	PETTY CASH 1	00160578	15004203	PETTY CASH FIRE DEPT	04/30/16	250861	411.76-

PRESLEY, PAUL E							
Sum							411.76-
00001 PRO TRAVEL INC	5C6C-FS HOBG	00160650	15004331	TKT HOBGOOD ESRI CONF S DIEGO	04/30/16	250862	784.70-

PRO TRAVEL INC							
Sum							784.70-
00001 PROMOTIONAL MARKETING	778107	00155566	15004118	ADV/PROM SHIRTS HBURG CON BAND	04/19/16	110826	1,334.00-

PROMOTIONAL MARKETING							
Sum							1,334.00-
00001 PUCKETT MACHINERY COMPAN	P05C5603103	00160192	15004090	REPR PTS U#14956 STREET	04/30/16	250863	309.34-

00001	PUCKETT MACHINERY COMPAN	P05C5603102	00160114	15004238	REPR PTS U#20093 STREET	04/30/16	250863	82.44-
00001	PUCKETT MACHINERY COMPAN	P05C5603318	00160114	15004239	REPR PTS U#20093 STREET	04/30/16	250863	28.78-
00001	PUCKETT MACHINERY COMPAN	P05R5197695	00160114	15004249	CREDIT	04/30/16	250863	5.50

PUCKETT MACHINERY COMPAN								
Sum								
00001	PYLE, MILLS & DYE PA	1292-0007M 4	00160668	15004337	SERVS FAIRLEY VS CITY	04/30/16	250865	415.06-
								31,425.71-

PYLE, MILLS & DYE PA								
Sum								
00001	RAY-E FOUNDATION INC	JUNETEENTH A	00160716	15004386	JUNETEENTH PUBLICATION AD	04/30/16	250867	31,425.71-
								1,000.00-

RAY-E FOUNDATION INC								
Sum								
00001	RAYNER, JACK	000010	00160449	15004356	POLYGRAPH TESTING	04/30/16	250868	1,000.00-
								600.00-

RAYNER, JACK								
Sum								
00001	RICOH CORP	5041401414	00160470	15004131	COPIER 3/16 HUMAN RES	04/30/16	250869	600.00-
								197.55-
00001	RICOH CORP	20859670	00160470	15004132	COPIER 2/15-3/14 HUMAN RES	04/30/16	250869	221.67-
								221.67-
00001	RICOH CORP	20988892	00160470	15004133	COPIER 3/15-4/14 HUMAN RES	04/30/16	250869	221.67-
								221.67-
00001	RICOH CORP	21113504	00160470	15004134	COPIER 4/15-5/14 HUMAN RES	04/30/16	250869	221.67-

RICOH CORP								
Sum								
00001	RJ YOUNG COMPANY	INV1292984	00160388	15004079	COPIER 2/28-3/27 DETECTIVES	04/30/16	250871	862.56-
								591.11-
00001	RJ YOUNG COMPANY	INV1245149	00160388	15004080	COPIER 1/28-2/27 DETECTIVES	04/30/16	250871	492.00-
								492.00-
00001	RJ YOUNG COMPANY	INV1319673	00160639	15004352	COPIER 3/14-4/13 ENGR DEPT	04/30/16	250871	318.00-

RJ YOUNG COMPANY								
Sum								
00001	ROPER SUPPLY CO LLC	48021	00159379	15004363	AUTOMOBILE PUSH BUMPERS	04/30/16	250872	1,401.11-
								2,422.90-

ROPER SUPPLY CO LLC								
Sum								
00001	SACKS OUTDOOR SUPPLY	21064	00160169	15004072	CLOTH ALLOW ROBINSON POLICE	04/30/16	250873	2,422.90-
								499.93-
00001	SACKS OUTDOOR SUPPLY	21084	00160416	15004081	POLO SHIRTS CAPT FONTAINE	04/30/16	250873	79.98-

SACKS OUTDOOR SUPPLY								
Sum								
00001	SIMS, JULIUS HARDY	TRAV ADVANCE	00160563	15004199	TRAV ADV NATL POL WK WASHNGTN	04/30/16	250879	579.91-
								1,434.17-

SIMS, JULIUS HARDY								
Sum								
00001	SOLAR SUPPLY INC	3477805	00160315	15004074	ROUND DUAL CAPS POLICE DEPT	04/30/16	250880	1,434.17-
								24.36-

SOLAR SUPPLY INC								
Sum								
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 4/4-2	02016448	15004301	POLICE FINES COLL.FEE	04/30/16	250881	24.36-
								273.30-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 4/4-	02016449	15004302	POLICE FINES COLL.FEE	04/30/16	250881	992.10-
								992.10-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 4/4-	02016450	15004303	POLICE FINES COLL.FEE	04/30/16	250881	3,248.52-

SOUTHERN FINANCIAL SYSTE

Sum									4,513.92-
00001	SOUTHERN PINE ELECTRIC P	4/16	GENERAL	00201614	15004216	MNTHLY	4/16	PUBLIC SERVICES	04/30/16 250883 61.43-

SOUTHERN PINE ELECTRIC P

Sum									61.43-
00001	SOUTHERN TIRE MART #9 (M	9009254		00160613	15004290	TIRES U#19835	FIRE DEPT	04/30/16 250885	1,075.96-
00001	SOUTHERN TIRE MART #9 (M	9009271		00160627	15004291	ALIGNMENT U#19835	FIRE DEPT	04/30/16 250885	79.95-
00001	SOUTHERN TIRE MART #9 (M	9007674		00159287	15004367	TIRES U#17838	FIRE DEPT	04/30/16 250885	699.42-

SOUTHERN TIRE MART #9 (M

Sum									1,855.33-
00001	SOUTHERN TIRE MART LLC	9009043		00157698	15004122	TIRES FOR UTILITY TRAILER		04/30/16 250886	260.00-

SOUTHERN TIRE MART LLC

Sum									260.00-
00001	STANDARD OFFICE SUPPLY C	0061048-001		00159892	15004358	LETTERHEAD POLICE DEPT		04/30/16 250889	435.00-
00001	STANDARD OFFICE SUPPLY C	0061273-001		00159892	15004359	FORFEITURE FORMS POLICE DEPT		04/30/16 250889	353.94-

STANDARD OFFICE SUPPLY C

Sum									788.94-
00001	TEMPLE INC	INV0150448		00159700	15004162	MULTI SENSOR DETECTOR		04/30/16 250895	3,823.50-

TEMPLE INC

Sum									3,823.50-
00001	TRUCKPRO INC	164-0006197		00160378	15004293	REPR PTS U#7873	STREET	04/30/16 250901	118.90-
00001	TRUCKPRO INC	164-0006269		00160515	15004294	REPR PTS U#7871	STREET	04/30/16 250901	43.37-

TRUCKPRO INC

Sum									162.27-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004312	SCREEN ASSEMBLY FOR IPAD		04/30/16 250903	160.49-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004313	GAS JACKSON MEETING 3/31/16		04/30/16 250903	15.01-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004314	TAXI NLC CONF 3/4-9/16		04/30/16 250903	102.77-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004315	GAS NLC CONF 3/9/16 HOME		04/30/16 250903	36.48-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004316	FOOD NLC CONF 3/4-9/16		04/30/16 250903	9.73-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004317	HOTEL NLC CONF 3/4-9/16		04/30/16 250903	1,649.75-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004318	TKT CHICAGO/WASHINGTON 4/20		04/30/16 250903	202.20-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004319	TKT NLC CHICAGO 4/19-20/16		04/30/16 250903	525.20-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004320	BAGGAGE NLC CONF WSHNGTN 3/8		04/30/16 250903	35.00-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004321	CREDIT		04/30/16 250903	550.00
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004322	CREDIT		04/30/16 250903	200.00
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004323	TKT RUTLAND EPA ATLANTA 4/5-7		04/30/16 250903	569.20-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004324	HOTEL EATON TUPELO 3/16-18		04/30/16 250903	234.89-
00001	TRUSTMARK BUSINESS CARD	9827 DUPREE		00160633	15004325	TKT FRIERSON EPA 4/5-7 ATLNTA		04/30/16 250903	1,192.40-

TRUSTMARK BUSINESS CARD

Sum									3,983.12-
00001	UNITED FENCE COMPANY	PO#159798 4/		00159798	15004251	FENCE FOR PUBLIC WORKS		04/30/16 250905	1,447.30-

UNITED FENCE COMPANY

Sum								1,447.30-
00001 UNITED PARCEL SERVICE IN	00008E1Y1515	00160455	15004103	SERVS 4/4-7/16	POLICE	04/30/16	250906	39.42-
00001 UNITED PARCEL SERVICE IN	00008E1Y1516	00160677	15004349	SHIP CHG 4/5,4/12	POLICE	04/30/16	250906	143.80-

UNITED PARCEL SERVICE IN								
Sum								183.22-
00001 UNIVERSITY TIRE & SERVIC	487801	00160162	15004176	REPR PTS U#20050	CONSTR	04/30/16	250907	645.28-

UNIVERSITY TIRE & SERVIC								
Sum								645.28-
00001 USM SCHOOL OF SOCIAL WOR	DAMAGE DEP R	02016434	15004254	DAMAGE DEPOSIT	REFUND	04/30/16	250909	300.00-

USM SCHOOL OF SOCIAL WOR								
Sum								300.00-
00001 UWOOD CO INC	10145	00160204	15004128	REPRS U#10091	CEMETERY	04/30/16	250911	362.34-

UWOOD CO INC								
Sum								362.34-
00001 VERIZON WIRELESS	9763063961	00160387	15004069	WIRELESS SERV 3/16	INFO TECH	04/30/16	250914	1,985.12-

VERIZON WIRELESS								
Sum								1,985.12-
00001 VULCAN SIGNS	288822	00160385	15004191	SIGN POSTS TRAFFIC	DEPT	04/30/16	250916	1,148.40-

VULCAN SIGNS								
Sum								1,148.40-
00001 WAL-MART STORES INC	009040	00160153	15004184	SUPPLIES FOR MAYOR'S	OFFICE	04/30/16	250917	61.80-
00001 WAL-MART STORES INC	007627	00159997	15004185	JANIT SUPP ACCTG/PURCH		04/30/16	250917	31.55-
00001 WAL-MART STORES INC	000365	00160219	15004186	SNACKS MPO MEETING 4/13		04/30/16	250917	54.19-
00001 WAL-MART STORES INC	000112	00160212	15004187	STOP TIMERS FOR PT TESTING		04/30/16	250917	97.70-
00001 WAL-MART STORES INC	007679	00160109	15004190	POTS FOR OFFICE PLANTS		04/30/16	250917	39.87-

WAL-MART STORES INC								
Sum								285.11-
00001 WARREN PAVING INC	811973	00160356	15004123	PAVING CRESTWOOD DR ADDL		04/30/16	250920	876.85-
00001 WARREN PAVING INC	811960	00158726	15004181	PAVING 28TH AVE N TO HARDY ST		04/30/16	250920	188,048.88-
00001 WARREN PAVING INC	811961	00158726	15004182	PAVING 28TH AVE N TO HARDY ST		04/30/16	250920	14,493.31-
00001 WARREN PAVING INC	811976	00159747	15004183	STRIPING FOR 28TH AVE		04/30/16	250920	48,361.30-
00001 WARREN PAVING INC	23357MB	00160235	15004242	LIMESTONE CITY WIDE USE DRNGE		04/30/16	250920	3,422.43-
00001 WARREN PAVING INC	811871	00160706	15004390	ADDL AMT DUE PO#152328		04/30/16	250920	732.42-
00001 WARREN PAVING INC	811871	00152328	15004410	PAVING FOREST HILL DR		04/30/16	250920	28,470.00-

WARREN PAVING INC								
Sum								284,405.19-
00001 WASTE MANAGEMENT OF SOUT	0008863-2526	00160445	15004104	REFUSE DISPOSAL SANIT	DEPT	04/30/16	250921	9,316.12-

WASTE MANAGEMENT OF SOUT								
Sum								9,316.12-
00001 WATERS INTERNATIONAL TRU	08P811945	00160494	15004178	BRAKE REPR PTS U#13024	CMTERY	04/30/16	250922	521.40-
00001 WATERS INTERNATIONAL TRU	08P811996	00160494	15004180	CREDIT		04/30/16	250922	71.05
00001 WATERS INTERNATIONAL TRU	08P812004	00160519	15004240	REPR PTS U#13982	STREET	04/30/16	250922	739.78-
00001 WATERS INTERNATIONAL TRU	08P11821	00160422	15004366	REPR PTS U#18100	FIRE DEPT	04/30/16	250922	205.56-

WATERS INTERNATIONAL TRU						-----	
Sum						1,395.69-	
00001 WILLMUT GAS & OIL COMPAN 4/16 GENERAL 00201614 15004252 MNTHLY GAS-GENERAL						04/30/16	250928
						202.31-	
WILLMUT GAS & OIL COMPAN						-----	
Sum						202.31-	
00001	1ST SOURCE SERVALL	DG8400468	00160110	15004084	AIR FILTERS SIGNAL CABINETS	04/30/16	250930
						154.40-	
00001	1ST SOURCE SERVALL	DG8400733	00160132	15004365	REFRIGERATOR FILTER #6 FIRE	04/30/16	250930
						42.95-	
1ST SOURCE SERVALL						-----	
Sum						197.35-	

Sum						1,943,705.86-	

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 04/28/16

PERIOD ENDING APRIL 30, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 ADAMS NURSERY	844605	00160513	15000978	SUPP EARTH DAY DEMONSTRATION	04/30/16	250653	80.28-

ADAMS NURSERY							
Sum							80.28-
00002 ADCOCK POOLS AND SPA	010509	00158413	15001025	PLUMB SUPP MCNAIR POOL PUMP	04/30/16	250654	152.99-
00002 ADCOCK POOLS AND SPA	010508	00158299	15001037	REPAIR MCNAIR POOL PUMP	04/30/16	250654	4,889.06-

ADCOCK POOLS AND SPA							
Sum							5,042.05-
00002 ALLBRITTON CHAIN SAW & L	43563	00160601	15001029	WEEDEATER STRAPS	04/30/16	250662	74.75-

ALLBRITTON CHAIN SAW & L							
Sum							74.75-
00002 AMERICAN AIR SPECIALISTS	216079-01(B)	00160053	15001032	INSTALL VALVE TATUM BALLFLD	04/30/16	250663	2,700.00-
00002 AMERICAN AIR SPECIALISTS	216079-01(A)	00160000	15001035	EMER REPR WTR LINE TATUM BB	04/30/16	250663	500.00-

AMERICAN AIR SPECIALISTS							
Sum							3,200.00-
00002 AMERIMAC CHEMICAL CORP	16-5532	00160254	15000963	FIRE ANT KILLER CITY WIDE USE	04/30/16	250668	425.00-

AMERIMAC CHEMICAL CORP							
Sum							425.00-
00002 AUTO ARMATURE SERVICE IN	04167	00160370	15000955	STARTER U#9213	04/30/16	250677	89.95-

AUTO ARMATURE SERVICE IN							
Sum							89.95-
00002 BODY TECH INC	1131	00160355	15000961	TOWING U#9213 TRUCK	04/30/16	250687	70.00-
00002 BODY TECH INC	2487	00160355	15000962	TOWING U#13130 TRUCK	04/30/16	250687	60.00-

BODY TECH INC							
Sum							130.00-
00002 BORAL BRICKS INC	551-099359	00160534	15001024	MORTAR MIX SMOKE STACK PARK	04/30/16	250689	58.08-

BORAL BRICKS INC							
Sum							58.08-
00002 BOURNE, CONSWAYLA	SPORTS SERV	02016446	15001010	SPORTS SUPPORT SERVICES	04/30/16	250690	196.00-

BOURNE, CONSWAYLA							
Sum							196.00-
00002 BRACKMAN MOWER WAREHOUSE	10209	00160277	15000949	HEDGE TRIMMERS CITY WIDE USE	04/30/16	250691	719.98-
00002 BRACKMAN MOWER WAREHOUSE	10253	00160264	15000957	REPRS U#17998 MOWER	04/30/16	250691	249.07-
00002 BRACKMAN MOWER WAREHOUSE	10340	00160328	15000958	AGRI EQUIP REPR PTS	04/30/16	250691	254.75-
00002 BRACKMAN MOWER WAREHOUSE	10255	00160256	15000960	REPRS U#16979 MOWER	04/30/16	250691	160.00-
00002 BRACKMAN MOWER WAREHOUSE	10632	00160430	15000990	REPR PTS U#19464 MOWER	04/30/16	250691	40.61-
00002 BRACKMAN MOWER WAREHOUSE	10533	00160438	15000991	REPRS U#20234 MOWER	04/30/16	250691	40.38-

00002 BRACKMAN MOWER WAREHOUSE 10902	00160550 15001030 REPRS U#19464 MOWER	04/30/16	250691	126.26-
00002 BRACKMAN MOWER WAREHOUSE 10907	00160552 15001031 REPRS U#19465 MOWER	04/30/16	250691	86.26-

BRACKMAN MOWER WAREHOUSE				
Sum				1,677.31-
00002 BRADDOCK, ARETHA	OFFICIAL 4/6 02016447 15000996 OFFICIAL-ADULT BASKETBALL	04/30/16	250693	285.00-

BRADDOCK, ARETHA				
Sum				285.00-
00002 BROWN, BRAXTON	OFFICIAL 4/6 02016447 15000997 OFFICIAL-ADULT SOFTBALL	04/30/16	250695	160.00-

BROWN, BRAXTON				
Sum				160.00-
00002 BROWN, KIM	OFFICIAL 4/6 02016447 15000998 OFFICIAL-ADULT BASKETBALL	04/30/16	250696	300.00-

BROWN, KIM				
Sum				300.00-
00002 C SPIRE WIRELESS (CELLUL 3/23/16-4/22	02016455 15001043 CELL SERV 4/16 PAPKS & REC	04/30/16	250701	233.51-

C SPIRE WIRELESS (CELLUL				
Sum				233.51-
00002 CARQUEST AUTO PARTS STOR 14758-68386	00160460 15000969 REPR PTS U#8667 TRUCK	04/30/16	250706	51.29-

CARQUEST AUTO PARTS STOR				
Sum				51.29-
00002 CITY OF HATTIESBURG FUND TRF 3RD 4/16	02016444 15001021 TRF 3RD 4/16 PAYROLL	04/27/16	310921	47,563.74-

CITY OF HATTIESBURG FUND				
Sum				47,563.74-
00002 CLEMTS HARDWARE 114832	00160259 15000951 HAND TOOLS/GLOVES EARTH DAY	04/30/16	250711	173.71-
00002 CLEMTS HARDWARE 114868	00160347 15000953 WATER COOLERS GRNDS CREWS	04/30/16	250711	131.96-
00002 CLEMTS HARDWARE 114839	00160271 15000980 HOSE FOR BALLFIELDS	04/30/16	250711	211.96-

CLEMTS HARDWARE				
Sum				517.63-
00002 COMMERCIAL STATIONERY CO 386966-0	00160466 15000971 OFFICE SUPP MCNAIR CENTER	04/30/16	250715	101.48-

COMMERCIAL STATIONERY CO				
Sum				101.48-
00002 COMSOUTH 181788	00160180 15000948 RADIO REPR	04/30/16	250716	75.00-

COMSOUTH				
Sum				75.00-
00002 COURTNEY'S RESTAURANT EQ 10368	00160394 15000959 WARMER REPAIR TATUM SOCCER	04/30/16	250719	263.30-

COURTNEY'S RESTAURANT EQ				
Sum				263.30-
00002 DAKTECH COMPUTERS INV0325182	00160248 15000974 LAPTOP FOR REC ADM	04/30/16	250722	829.00-

DAKTECH COMPUTERS				

Sum							829.00-
00002 DOWNTOWN HATTIESBURG FAR 464438		00160222 15000995 TOMMIE T-BONE EARTH DAY 4/21	04/30/16	250725			500.00-

DOWNTOWN HATTIESBURG FAR							500.00-
Sum							995.00-
00002 ECONOMY SUPPLY CO	249621	00160424 15000952 BALLFIELD MARKING LIME	04/30/16	250727			61.09-
00002 ECONOMY SUPPLY CO	249472	00160258 15000954 BLDG MATLS TATUM FIELD	04/30/16	250727			254.72-
00002 ECONOMY SUPPLY CO	249803	00160363 15000983 BLDG MATLS UNETTA ST GYM	04/30/16	250727			411.22-
00002 ECONOMY SUPPLY CO	249815	00160500 15000984 BLDG SUPP PEOPLES PARK	04/30/16	250727			-----
ECONOMY SUPPLY CO							1,722.03-
Sum							413.96-
00002 ELKINS WHOLESALE INC	275256-00	00160327 15000950 JANIT SUPP GRNDS MAINT	04/30/16	250729			651.15-
00002 ELKINS WHOLESALE INC	276013-00	00160517 15000977 JANIT SUPP GRNDS MAINT	04/30/16	250729			-----
ELKINS WHOLESALE INC							1,065.11-
Sum							100.00-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 4/6	02016447 15000999 OFFICIAL-ADULT SOFTBALL	04/30/16	250733			-----
ESTERS, WILLARD (BUTCH)							100.00-
Sum							100.00-
00002 EVERETTE, RAYFORD	OFFICIAL 4/6	02016447 15001000 OFFICIAL-ADULT SOFTBALL	04/30/16	250734			-----
EVERETTE, RAYFORD							100.00-
Sum							4,999.00-
00002 FAIRLEY, BILLY RAY	431855	00160124 15000987 LABOR POUR CONCRETE T DEPOT	04/30/16	250735			-----
FAIRLEY, BILLY RAY							4,999.00-
Sum							161.34-
00002 FERGUSON ENTERPRISES INC	4987875	00160113 15000947 PLUMB SUPP GRNDS OFFC RESTRM	04/30/16	250740			92.03-
00002 FERGUSON ENTERPRISES INC	5013623	00160420 15000986 PLUMB SUPP TATUM BB RESTROOM	04/30/16	250740			422.00-
00002 FERGUSON ENTERPRISES INC	5018100	00160474 15001026 WATER COOLER TIMBERTON COMPLX	04/30/16	250740			92.03-
00002 FERGUSON ENTERPRISES INC	5018092	00160477 15001027 PLUMB SUPP TATUM SOFTBALL	04/30/16	250740			-----
FERGUSON ENTERPRISES INC							767.40-
Sum							211.97-
00002 GOV CONNECTION INC	53676559(B)	00160244 15000946 ACER MONITOR REC ADM	04/30/16	250757			-----
GOV CONNECTION INC							211.97-
Sum							225.00-
00002 GRAVES, GARY L	OFFICIAL 4/6	02016447 15001001 OFFICIAL-ADULT BASKETBALL	04/30/16	250758			-----
GRAVES, GARY L							225.00-
Sum							175.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 4/6	02016447 15001002 OFFICIAL-ADULT BASKETBALL	04/30/16	250761			-----
GRIFFIN, GABRIEL							175.00-
Sum							184.00-
00002 H'BURG COCA COLA BOTTLIN	1167202372	00159693 15000967 DRINKS AMNESTY DAY EVENT 4/23	04/30/16	250765			-----
H'BURG COCA COLA BOTTLIN							184.00-
Sum							

00002 HALL, MICHAEL	OFFICIAL 4/6 02016447 15001003 OFFICIAL-ADULT BASKETBALL	04/30/16	250768	225.00-

HALL, MICHAEL				
Sum				225.00-
00002 HAVARD PEST CONTROL INC	983280 00020163 15001039 SRV 4/16 BOYS BROTHERHOOD	04/30/16	250771	48.00-
00002 HAVARD PEST CONTROL INC	983281 00020163 15001040 SRV 4/16 CAMERON FIELD	04/30/16	250771	48.00-
00002 HAVARD PEST CONTROL INC	983273 00020163 15001041 SRV 4/16 TIMBERTON	04/30/16	250771	75.00-
00002 HAVARD PEST CONTROL INC	983271 00020163 15001042 SRV 4/16 TATUM PARK	04/30/16	250771	125.00-

HAVARD PEST CONTROL INC				
Sum				296.00-
00002 HINES, ERIC	OFFICIAL 4/6 02016447 15001004 OFFICIAL-ADULT BASKETBALL	04/30/16	250776	50.00-

HINES, ERIC				
Sum				50.00-
00002 J M H GRAPHICS	7958 00159881 15000981 2016 EARTH DAY BANNER	04/30/16	250788	160.00-
00002 J M H GRAPHICS	8054 00160011 15000982 2016 EARTH DAY T-SHIRTS	04/30/16	250788	997.50-
00002 J M H GRAPHICS	8019 00160054 15000992 EARTH DAY BOOTH SIGNS	04/30/16	250788	152.00-

J M H GRAPHICS				
Sum				1,309.50-
00002 JET CONSTRUCTION	2160 00159257 15000964 MASON SAND VARI PARKS	04/30/16	250793	1,665.00-
00002 JET CONSTRUCTION	2161 00159329 15000965 TOPSOIL FEDERATION TOWERS PK	04/30/16	250793	416.00-
00002 JET CONSTRUCTION	2162 00159374 15000966 MASON SAND SMOKE STACK PARK	04/30/16	250793	92.50-

JET CONSTRUCTION				
Sum				2,173.50-
00002 JONES, ANN	PETTY CASH 4 00160596 15000976 PETTY CASH GRNDS MAINT	04/30/16	250797	47.81-
00002 JONES, ANN	PETTY CASH 4 00160596 15000976	04/30/16	250798	20.89-

JONES, ANN				
Sum				68.70-
00002 KETTLEY, ANNETTE	SPORTS SERVS 02016446 15001011 SPORTS SUPPORT SERVICES	04/30/16	250800	160.00-

KETTLEY, ANNETTE				
Sum				160.00-
00002 KETTLEY, VERONICA	SPORTS SERVS 02016446 15001012 SPORTS SUPPORT SERVICES	04/30/16	250801	24.00-

KETTLEY, VERONICA				
Sum				24.00-

00002 KEYS, MECHEKA	SPORTS SERVS 02016446 15001013 SPORTS SUPPORT SERVICES	04/30/16	250802	32.00-

KEYS, MECHEKA				
Sum				32.00-
00002 LITTLE CAESARS PIZZA (HB	PO#159883 4/ 00159883 15000989 FOOD AMNESTY DAY VOLUNTEERS	04/30/16	250811	125.00-

LITTLE CAESARS PIZZA (HB				
Sum				125.00-
00002 MCELHANEY PLUMBING INC	PO#160439 4/ 00160439 15000968 PLUMB SUPP CAMERON FIELD	04/30/16	250816	15.90-

MCELHANEY PLUMBING INC				

Sum								15.90-
00002 MS POWER COMPANY	4/16	PKS/REC	00201614	15000975	MNTHLY ELEC-PARKS & REC	04/30/16	250833	12,628.52-

MS POWER COMPANY								
Sum								12,628.52-
00002 MS STATE/EMP SECURITY CO	9200131000	4	00160681	15001022	UNEMP CLAIMS FIRST QTR 2016	04/30/16	250834	122.43

MS STATE/EMP SECURITY CO								
Sum								122.43
00002 NAPA AUTO PARTS	544440		00160512	15001020	MOTOR OIL GRNDS MAINT	04/30/16	250835	136.44-

NAPA AUTO PARTS								
Sum								136.44-
00002 O'NEAL STEEL-JACKSON	11227382		00160058	15001036	METAL FOR BENCHES CITY HALL	04/30/16	250841	1,523.15-

O'NEAL STEEL-JACKSON								
Sum								1,523.15-
00002 PINE BELT PORTABLE TOILE	00002846D155		00159691	15001034	PORTALETS AMNESTY DAY 4/23	04/30/16	250853	150.00-

PINE BELT PORTABLE TOILE								
Sum								150.00-
00002 PLAY IT AGAIN SPORTS	PO#159553	4/	00159553	15000972	TRACK/FIELD JERSEYS REC ADM	04/30/16	250855	1,050.00-
00002 PLAY IT AGAIN SPORTS	PO#159837	4/	00159837	15000973	SOFTBALL/BASEBALL SUPP MCNAIR	04/30/16	250855	1,486.69-
00002 PLAY IT AGAIN SPORTS	PO#160345	4/	00160345	15000988	T BALL/SOFTBALL JERSEYS	04/30/16	250855	4,370.00-
00002 PLAY IT AGAIN SPORTS	PO#160429	4/	00160429	15001038	BASEBALL SCOREBOOKS	04/30/16	250855	180.00-

PLAY IT AGAIN SPORTS								
Sum								7,086.69-
00002 POLK, RACHEL S	SPORTS SERVS	02016445	15001009	SPORTS SUPPORT SERVICES		04/30/16	250856	80.00-

POLK, RACHEL S								
Sum								80.00-
00002 PORTER, JAMAL	SPORTS SERVS	02016446	15001014	SPORTS SUPPORT SERVICES		04/30/16	250857	112.00-

PORTER, JAMAL								
Sum								112.00-
00002 POWELL, RANDY	SPORTS SERVS	02016446	15001015	SPORTS SUPPORT SERVICES		04/30/16	250858	240.00-

POWELL, RANDY								
Sum								240.00-
00002 PRECISION FAB & REFURBIS	002		00160431	15000970	WELD REPR TATUM SOCCER GOALS	04/30/16	250860	1,520.00-

PRECISION FAB & REFURBIS								
Sum								1,520.00-
00002 SIMPSON, ERICA	SPORTS SERVS	02016446	15001016	SPORTS SUPPORT SERVICES		04/30/16	250878	24.00-

SIMPSON, ERICA								
Sum								24.00-
00002 SOLAR SUPPLY INC	3478036		00160362	15000985	ELEC SUPP TATUM TENNIS	04/30/16	250880	52.97-

SOLAR SUPPLY INC								

Sum							52.97-
00002 SOUTHERN TIRE MART #9 (M 9008892	00160337 15000956 TIRE U#9603 TRUCK	04/30/16	250885				133.11-

SOUTHERN TIRE MART #9 (M							133.11-
Sum							594.00-
00002 SPEEDY PRINTING & SIGNS 22185	00160156 15000993 TRAIN DISPLAY SIGNS	04/30/16	250887				594.00-
00002 SPEEDY PRINTING & SIGNS 22186	00160218 15000994 OLD TRAIN SOUTH SIDE SIGNS	04/30/16	250887				594.00-

SPEEDY PRINTING & SIGNS							1,188.00-
Sum							444.17-
00002 SPORTS ILLUSTRATED PLAY 224179	00160693 15001023 REG FEES 3/16 REC ADM	04/30/16	250888				444.17-

SPORTS ILLUSTRATED PLAY							444.17-
Sum							40.00-
00002 TAYLOR, RODERICK	OFFICIAL 4/6 02016447 15001005 OFFICIAL-ADULT SOFTBALL	04/30/16	250893				40.00-

TAYLOR, RODERICK							40.00-
Sum							245.00-
00002 TERRELL, WINSTON	OFFICIAL 4/6 02016447 15001006 OFFICIAL-ADULT BSKTBALL/SB	04/30/16	250896				245.00-

TERRELL, WINSTON							245.00-
Sum							299.54-
00002 TRI-STATE AUTOMATIC DOOR 216079-01(C)	00160689 15001028 ADDL CHARGES PO#160000	04/30/16	250898				299.54-

TRI-STATE AUTOMATIC DOOR							299.54-
Sum							140.00-
00002 TROTTER, COREY	OFFICIAL 4/6 02016447 15001007 OFFICIAL-ADULT SOFTBALL	04/30/16	250899				140.00-

TROTTER, COREY							140.00-
Sum							100.00-
00002 TROTTER, WILLIE	OFFICIAL 4/6 02016447 15001008 OFFICIAL-ADULT SOFTBALL	04/30/16	250900				100.00-

TROTTER, WILLIE							100.00-
Sum							1,910.00-
00002 UNITED FENCE COMPANY	00017392 00160260 15001033 BACKSTOP REPR CAMERON FIELD	04/30/16	250905				1,910.00-

UNITED FENCE COMPANY							1,910.00-
Sum							48.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 02016446 15001017 SPORTS SUPPORT SERVICES	04/30/16	250912				48.00-

VARNADO, ALEXANDRIA							48.00-
Sum							152.00-
00002 VARNADO, UNDREA	SPORTS SERVS 02016446 15001018 SPORTS SUPPORT SERVICES	04/30/16	250913				152.00-

VARNADO, UNDREA							152.00-
Sum							250.00-
00002 VESELY'S NURSERY	PPO#160263 00160263 15000979 2016 EARTH DAY SUPPLIES	04/30/16	250915				250.00-

VESELY'S NURSERY							250.00-
Sum							152.00-
00002 WHEELER, CURTIS	SPORTS SERVS 02016446 15001019 SPORTS SUPPORT SERVICES	04/30/16	250924				152.00-

WHEELER, CURTIS
Sum

Sum

152.00-

104,415.64-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 04/28/16

PERIOD ENDING APRIL 30, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION 00005 STATE FIRE ACADEMY	24201	00160712	15000031	CHGS GREEN/PRESLEY/MOONEY	04/30/16	250890	542.00-

STATE FIRE ACADEMY Sum							542.00-

Sum							542.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 04/28/16

PERIOD ENDING APRIL 30, 2016

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

PAYROLL FUND

00006 INTERNAL REVENUE SERVICE 9661

02016107 15000380 GARNISHMENT

04/18/16

110813

209.30-

INTERNAL REVENUE SERVICE

Sum

209.30-

Sum

209.30-

00009 CITY OF HATTIESBURG FUND TRF 3RD 4/16 02016444 15001020 TRF 3RD 4/16 PAYROLL	04/27/16	21937	82,023.84-

CITY OF HATTIESBURG FUND			
Sum			82,023.84-
00009 EMPIRE TRUCK SALES (H'BU CE006108796: 00160251 15001010 DIESEL FLUID U#18564 SEWER	04/30/16	250730	86.58-

EMPIRE TRUCK SALES (H'BU			
Sum			86.58-
00009 EQUIPMENT INC 164001564 00154900 15000953 REPR PTS U#18588 SEWER	04/30/16	250732	48.98-

EQUIPMENT INC			
Sum			48.98-
00009 FERGUSON ENTERPRISES INC 5013654 00160379 15001014 WATER HEATER LAGOON	04/30/16	250740	361.03-

FERGUSON ENTERPRISES INC			
Sum			361.03-
00009 G & K SERVICES 1035702943 00160471 15000961 UNIFORMS 3/14 TRANS	04/30/16	250751	48.76-
00009 G & K SERVICES 1035705190 00160471 15000962 UNIFORMS 3/21 TRANS	04/30/16	250751	48.76-
00009 G & K SERVICES 1035700699 00160471 15000963 UNIFORMS 3/07 TRANS	04/30/16	250751	48.76-
00009 G & K SERVICES 1035707467 00160471 15000964 UNIFORMS 3/28 TRANS	04/30/16	250751	48.76-
00009 G & K SERVICES 1035700668 00160471 15000965 MOP/MAT 3/07 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES 1035702911 00160471 15000966 MOP/MAT 3/14 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES 1035705159 00160471 15000967 MOP/MAT 3/21 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES 1035707436 00160471 15000968 MOP/MAT 3/28 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES 1035700704 00160471 15000969 UNIFORMS 3/07 PLANT	04/30/16	250751	51.05-
00009 G & K SERVICES 1035702948 00160471 15000970 UNIFORMS 3/14 PLANT	04/30/16	250751	51.05-
00009 G & K SERVICES 1035705195 00160471 15000971 UNIFORMS 3/21 PLANT	04/30/16	250751	51.05-
00009 G & K SERVICES 1035707472 00160471 15000972 UNIFORMS 3/28 PLANT	04/30/16	250751	51.05-
00009 G & K SERVICES 1035700701 00160471 15000973 UNIFORMS 3/07 SEWER	04/30/16	250751	58.50-
00009 G & K SERVICES 1035702945 00160471 15000974 UNIFORMS 3/14 SEWER	04/30/16	250751	58.50-
00009 G & K SERVICES 1035705192 00160471 15000975 UNIFORMS 3/21 SEWER	04/30/16	250751	72.50-
00009 G & K SERVICES 1035707469 00160471 15000976 UNIFORMS 3/28 SEWER	04/30/16	250751	58.50-
00009 G & K SERVICES 1035700702 00160471 15000977 UNIFORMS 3/07 LAGOON	04/30/16	250751	25.52-
00009 G & K SERVICES 1035702946 00160471 15000978 UNIFORMS 3/14 LAGOON	04/30/16	250751	25.52-
00009 G & K SERVICES 1035705193 00160471 15000979 UNIFORMS 3/21 LAGOON	04/30/16	250751	25.52-
00009 G & K SERVICES 1035707470 00160471 15000980 UNIFORMS 3/28 LAGOON	04/30/16	250751	25.52-
00009 G & K SERVICES 1035709716 00160473 15000981 UNIFORMS 3/03 TRANS	04/30/16	250751	50.35-
00009 G & K SERVICES 1035711973 00160473 15000982 UNIFORMS 4/11 TRANS	04/30/16	250751	85.35-
00009 G & K SERVICES 1035714227 00160473 15000983 UNIFORMS 4/18 TRANS	04/30/16	250751	53.45-
00009 G & K SERVICES 1035709686 00160473 15000984 MOP/MAT 4/04 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES 1035711942 00160473 15000985 MOP/MAT 4/11 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES 1035714197 00160473 15000986 MOP/MAT 4/18 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES 1035709721 00160473 15000987 UNIFORMS 4/04 PLANT	04/30/16	250751	51.05-
00009 G & K SERVICES 1035711978 00160473 15000988 UNIFORMS 4/11 PLANT	04/30/16	250751	51.05-
00009 G & K SERVICES 1035714232 00160473 15000989 UNIFORMS 4/18 PLANT	04/30/16	250751	54.41-
00009 G & K SERVICES 1035709718 00160473 15000990 UNIFORMS 4/04 SEWER	04/30/16	250751	58.50-
00009 G & K SERVICES 1035711975 00160473 15000991 UNIFORMS 4/11 SEWER	04/30/16	250751	58.50-
00009 G & K SERVICES 1035714229 00160473 15000992 UNIFORMS 4/18 SEWER	04/30/16	250751	58.50-
00009 G & K SERVICES 1035709719 00160473 15000993 UNIFORMS 4/04 LAGOON	04/30/16	250751	25.52-
00009 G & K SERVICES 1035711976 00160473 15000994 UNIFORMS 4/11 LAGOON	04/30/16	250751	25.52-
00009 G & K SERVICES 1035714230 00160473 15000995 UNIFORMS 4/18 LAGOON	04/30/16	250751	25.52-

00009 G & K SERVICES	1035716490	00160634 15001025 UNIFORMS 4/25 TRANS	04/30/16	250751	46.45-
00009 G & K SERVICES	1035716459	00160634 15001026 MOP/MAT 4/25 PLANT	04/30/16	250751	14.40-
00009 G & K SERVICES	1035716495	00160634 15001027 UNIFORMS 4/25 PLANT	04/30/16	250751	54.41-
00009 G & K SERVICES	1035716492	00160634 15001028 UNIFORMS 4/25 SEWER	04/30/16	250751	58.86-
00009 G & K SERVICES	1035716493	00160634 15001029 UNIFORMS 4/25 LAGOON	04/30/16	250751	23.22-

G & K SERVICES					
Sum					1,645.18-
00009 GARNER LUMLEY ELECTRIC S	523759	00160386 15001018 ELEC SUPP PLANT LIGHTS	04/30/16	250752	467.44-

GARNER LUMLEY ELECTRIC S					
Sum					467.44-
00009 H'BURG HYDRAULICS INC	64058	00160272 15001007 REPR PTS U#14238 TRANS	04/30/16	250767	101.00-
00009 H'BURG HYDRAULICS INC	64063	00160267 15001011 REPR PTS U#15232 SEWER	04/30/16	250767	87.15-

H'BURG HYDRAULICS INC					
Sum					188.15-
00009 HAVARD PEST CONTROL INC	983277	00020163 15001044 SRV 4/16 WATER OFFICE	04/30/16	250771	45.00-

HAVARD PEST CONTROL INC					
Sum					45.00-
00009 HOME DEPOT	3043670	00160030 15000998 PAINT SUPP WTR PLANT	04/30/16	250778	304.13-

HOME DEPOT					
Sum					304.13-
00009 HYDRA SERVICE INC	114160	00159833 15000954 4" PUMP SEWER DEPT	04/30/16	250779	1,065.50-

HYDRA SERVICE INC					
Sum					1,065.50-
00009 L & A CONTRACTING CO	483-054	00160657 15001032 AERATOR MNT 4/11-22 LAGOONS	04/30/16	250804	24,575.00-

L & A CONTRACTING CO					
Sum					24,575.00-
00009 LANCASTER'S MACHINE & WE	22603	00160408 15001012 REPR LIGHTS U#19819 SEWER	04/30/16	250807	125.00-
00009 LANCASTER'S MACHINE & WE	22602	00160413 15001013 AXLE REPR U#15635 SEWER	04/30/16	250807	185.00-
00009 LANCASTER'S MACHINE & WE	22640	00160207 15001015 SQUARE TUBING BRACKETS	04/30/16	250807	1,300.00-

LANCASTER'S MACHINE & WE					
Sum					1,610.00-
00009 MAACO COLLISION REPAIR &	18319	00156669 15001045 DOOR LOCK REPR U#8642 SEWER	04/30/16	250814	234.47-

MAACO COLLISION REPAIR &					
Sum					234.47-
00009 MORGAN, C J INC	2016026	00160407 15000950 FIRE TAP FORREST ST	04/30/16	250826	10,353.00-
00009 MORGAN, C J INC	2016028	00160407 15000951 MNTHLY SERVS VARI LOC	04/30/16	250826	86,821.68-
00009 MORGAN, C J INC	2016029	00160655 15001022 REPR FIRE MAIN MINERAL CREEK	04/30/16	250826	41,607.97-
00009 MORGAN, C J INC	2016023	00160655 15001023 REMOVE TREES JM TATUM IND DR	04/30/16	250826	885.00-
00009 MORGAN, C J INC	2016024	00160655 15001024 MANHOLE TOP SHERRILL CENTER	04/30/16	250826	1,275.00-

MORGAN, C J INC					
Sum					140,942.65-

00009 MS MUNICIPAL LEAGUE	REG FRIERSON	00160506	15001001	REG FRIERSON CONF BILOXI	04/30/16	250831	235.00-

MS MUNICIPAL LEAGUE							235.00-
Sum							235.00-
00009 MS POWER COMPANY	4/16 W&SO&M	00201614	15001004	MNTHLY ELEC-W&SO&M	04/30/16	250833	78,490.08-

MS POWER COMPANY							78,490.08-
Sum							52.97-
00009 MS STATE/EMP SECURITY CO	9200131000 4	00160681	15001021	UNEMP CLAIMS FIRST QTR 2016	04/30/16	250834	52.97-

MS STATE/EMP SECURITY CO							52.97-
Sum							199.60-
00009 NEWELL PAPER COMPANY	868740	00160443	15000999	OPER MATLS SEWER DEPT	04/30/16	250837	199.60-

NEWELL PAPER COMPANY							199.60-
Sum							136.00-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00160469	15000960	SEWER BILLING 4/16-5/16	04/30/16	250840	136.00-

NORTH LAMAR WATER ASSN							136.00-
Sum							390.00-
00009 OWENS BUSINESS MACHINES	294125	00160635	15001030	COPIER 9/15-9/16 WTR PLANT	04/30/16	250846	390.00-

OWENS BUSINESS MACHINES							390.00-
Sum							5,590.60-
00009 PEARL RIVER VALLEY EPA (	4/16 W&SO&M	00201614	15001003	MNTHLY 4/16 PUBLIC SERVICES	04/30/16	250848	5,590.60-

PEARL RIVER VALLEY EPA (							5,590.60-
Sum							636.60-
00009 PINE BELT INDUSTRIAL SUP	4141012-01	00160203	15001039	PUMP EQUIP BELTS LAGOONS	04/30/16	250851	636.60-

PINE BELT INDUSTRIAL SUP							636.60-
Sum							83.00-
00009 PUCKETT RENTS	540578-0001	00160193	15000949	AIR HOSE TRANS DEPT	04/30/16	250864	83.00-

PUCKETT RENTS							83.00-
Sum							182.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00160434	15000958	SEWER BILLING 3/16	04/30/16	250866	182.00-

RAWLS SPRINGS UTILITY DI							182.00-
Sum							1,899.99-
00009 SCOGGINS PUMP REPAIR	10150	00160221	15000955	PUMP RAWLS SPRINGS LOOP STA	04/30/16	250874	1,899.99-
00009 SCOGGINS PUMP REPAIR	10090	00159294	15001040	PUMPS HILND CEM LIFT STA	04/30/16	250874	1,899.99-
00009 SCOGGINS PUMP REPAIR	10122	00159777	15001041	PUMP LITTLE CREEK LIFT STA	04/30/16	250874	949.99-
00009 SCOGGINS PUMP REPAIR	10169	00160486	15001042	SUMP PUMP 63RD ST LIFT STA	04/30/16	250874	900.00-

SCOGGINS PUMP REPAIR							5,649.97-
Sum							326.08-
00009 SHERWIN-WILLIAMS COMPANY	7384-0	00159857	15000952	YELLOW PAINT WTR PLANTS	04/30/16	250875	326.08-

SHERWIN-WILLIAMS COMPANY							326.08-
Sum							

00009 SOUTHERN GAS & SUPPLY OF 32745963	00160220 15001038 RESPIRATOR SUPP WTR PLANTS	04/30/16	250882	43.24-

SOUTHERN GAS & SUPPLY OF				
Sum				43.24-
00009 SOUTHERN PINE ELECTRIC P 4/16 W&SO&M	00201614 15001002 MNTHLY 4/15 PUBLIC SERVICES	04/30/16	250883	917.48-

SOUTHERN PINE ELECTRIC P				
Sum				917.48-
00009 SOUTHERN PIPE & SUPPLY C 9501054-00	00159481 15001008 PLUMB SUPP SEWER DEPT	04/30/16	250884	2,995.34-
00009 SOUTHERN PIPE & SUPPLY C 9501054-01	00159481 15001009 PLUMB SUPP SEWER DEPT	04/30/16	250884	970.00-

SOUTHERN PIPE & SUPPLY C				
Sum				3,965.34-
00009 UNIVERSITY TIRE & SERVIC 488411	00160510 15001037 TIRES U#14760 TRANS	04/30/16	250907	645.28-

UNIVERSITY TIRE & SERVIC				
Sum				645.28-
00009 USA BLUEBOOK	929508	00160450 15001033 RUBBER BOOTS WTR SERVICEMEN	04/30/16	250908

USA BLUEBOOK				
Sum				69.92-
00009 WAL-MART STORES INC	009039	00160164 15000997 JANIT SUPP WTR BILLING OFFICE	04/30/16	250917

WAL-MART STORES INC				
Sum				74.60-
00009 WATKINS & EAGAR	371372	00160673 15001031 SERVS WASTEWATER COMPLIANCE	04/30/16	250923

WATKINS & EAGAR				
Sum				52,589.40-
00009 WILLMUT GAS & OIL COMPAN 4/16 W&SO&M	00201614 15001016 MNTHLY GAS-W&SO&M	04/30/16	250928	17.72-

WILLMUT GAS & OIL COMPAN				
Sum				17.72-

Sum				412,581.80-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING APRIL 30, 2016

Date

- 04/28/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ALEXANDER, JAMES	METER DEP RF	02016423	15000488	METER DEP RFD	04/30/16	250661	32.70-
ALEXANDER, JAMES							
Sum							32.70-
00011 AUSTIN, RODNEY	METER DEP RF	02016452	15000500	METER DEP RFD	04/30/16	250676	1.32-
AUSTIN, RODNEY							
Sum							1.32-
00011 BANKCORPSOUTHBANK	METER DEP RF	02016452	15000501	METER DEP RFD	04/30/16	250680	75.00-
BANKCORPSOUTHBANK							
Sum							75.00-
00011 BRADDLOCK LAW FIRM	METER DEP RF	02016423	15000492	METER DEP RFD	04/30/16	250692	47.39-
BRADDLOCK LAW FIRM							
Sum							47.39-
00011 CAMPBELL, ZACHARY	METER DEP RF	02016423	15000486	METER DEO RFD	04/30/16	250702	48.32-
CAMPBELL, ZACHARY							
Sum							48.32-
00011 DOMINOR PROPERTIES LLC	METER DEP RF	02016423	15000484	METER DEP RFD	04/30/16	250724	31.32-
DOMINOR PROPERTIES LLC							
Sum							31.32-
00011 GREEN, ANNIE R	METER DEP RF	02016423	15000494	METER DEP RFD	04/30/16	250760	31.32-
GREEN, ANNIE R							
Sum							31.32-
00011 HIDDEN OAKS	METER DEP RF	02016423	15000487	METER DEP RFD	04/30/16	250774	48.32-
HIDDEN OAKS							
Sum							48.32-
00011 JOHNSON, GEORGE III	METER DEP RF	02016452	15000498	METER DEP RFD	04/30/16	250795	21.64-
JOHNSON, GEORGE III							
Sum							21.64-
00011 LABRAKE, CARMEN	METER DEP RF	02016423	15000489	METER DEP RFD	04/30/16	250805	48.32-
LABRAKE, CARMEN							
Sum							48.32-
00011 LEMON, TACHAKA J	METER DEP RF	02016452	15000499	METER DEP RFD	04/30/16	250809	48.32-
LEMON, TACHAKA J							
Sum							48.32-
00011 MCBEATH, ANTHONY	METER DEP RF	02016423	15000485	METER DEP RFD	04/30/16	250815	31.32-

MCBEATH, ANTHONY							
Sum							31.32-
00011	MCGOWAN, LATORIA	METER DEP RF	02016452	15000496	METER DEP RFD	04/30/16 250817	21.64-

MCGOWAN, LATORIA							
Sum							21.64-
00011	MELLO, CHRISTINA	METER DEP RF	02016452	15000497	METER DEP RFD	04/30/16 250820	1.28-

MELLO, CHRISTINA							
Sum							1.28-
00011	PEPPERTREE APARTMENTS	METER DEP RF	02016423	15000481	METER DEP RFD	04/30/16 250849	600.00-
00011	PEPPERTREE APARTMENTS	METER DEP RF	02016423	15000482	METER DEP RFD	04/30/16 250850	600.00-

PEPPERTREE APARTMENTS							
Sum							1,200.00-
00011	RISE INVESTMENTS LLC313	METER DEP RF	02016423	15000493	METER DEP RFD	04/30/16 250870	31.32-

RISE INVESTMENTS LLC313							
Sum							31.32-
00011	SHOEMAKER LLC1	METER DEP RF	02016423	15000491	METER DEP RFD	04/30/16 250876	75.00-

SHOEMAKER LLC1							
Sum							75.00-
00011	TALLEY, JOSEPH	METER DEP RF	02016423	15000490	METER DEP RFD	04/30/16 250892	75.00-

TALLEY, JOSEPH							
Sum							75.00-
00011	THOMAS, DARIEL	METER DEP RF	02016452	15000495	METER DEP RFD	04/30/16 250897	31.32-

THOMAS, DARIEL							
Sum							31.32-
00011	TURNER, JAMES	METER DEP RF	02016423	15000483	METER DEP RFD	04/30/16 250904	75.00-

TURNER, JAMES							
Sum							75.00-
00011	WHITE, LEAH L	WTR OVRPMT R	02016451	15000502	WTR OVRPMT RFD	04/30/16 250925	40.00-

WHITE, LEAH L							
Sum							40.00-

Sum							2,015.85-

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TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

4/16 MILLAGE 02016431 15000062 4/16 MILLAGE DIST 5/16

04/22/16

310917

324,375.78-

00027 H'BURG PUBLIC SCHOOLS

4/16 MILLAGE 02016431 15000063 4/16 MILLAGE DIST 5/16

04/22/16

310918

42,893.43-

H'BURG PUBLIC SCHOOLS

Sum

367,269.21-

Sum

367,269.21-

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AIRPORT IMPROVEMENT FUND
00039 ARE CONSULTANTS INC

160405C

00160615

15000026

SRV RUNWAY 13-31 LAND AQUASTN

04/30/16

250670

2,819.94-

ARE CONSULTANTS INC
Sum

2,819.94-

Sum

2,819.94-

CITY OF HATTIESBURG

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MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	100801	MASS	00160612	15000329 SERV 4/15 MASS TRANSIT	04/30/16	250655	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 C SPIRE WIRELESS (CELLUL	3/23/16-4/22	02016455	15000349	CELL SERV 4/16 MASS TRANSIT	04/30/16	250701	106.21-
C SPIRE WIRELESS (CELLUL							
Sum							106.21-
00073 CARQUEST AUTO PARTS STOR	14758-67506	00159896	15000328	REPR PTS SERVICE TRUCK/STOCK	04/30/16	250706	153.53-
CARQUEST AUTO PARTS STOR							
Sum							153.53-
00073 CITY OF HATTIESBURG FUND	TRF 3RD 4/16	02016444	15000332	TRF 3RD 4/16 PAYROLL	04/27/16	110836	24,223.22-
CITY OF HATTIESBURG FUND							
Sum							24,223.22-
00073 G & K SERVICES	1035709732	00160640	15000333	UNIFORMS 4/04 DRIVERS	04/30/16	250751	35.10-
00073 G & K SERVICES	1035711989	00160640	15000334	UNIFORMS 4/11 DRIVERS	04/30/16	250751	35.10-
00073 G & K SERVICES	1035714243	00160640	15000335	UNIFORMS 4/18 DRIVERS	04/30/16	250751	35.10-
00073 G & K SERVICES	1035716506	00160640	15000336	UNIFORMS 4/25 DRIVERS	04/30/16	250751	35.10-
00073 G & K SERVICES	1035709731	00160642	15000337	UNIFORMS 4/04 MECHANICS	04/30/16	250751	18.69-
00073 G & K SERVICES	1035711988	00160642	15000338	UNIFORMS 4/11 MECHANICS	04/30/16	250751	11.70-
00073 G & K SERVICES	1035714242	00160642	15000339	UNIFORMS 4/18 MECHANICS	04/30/16	250751	11.70-
00073 G & K SERVICES	1035716505	00160642	15000340	UNIFORMS 4/25 MECHANICS	04/30/16	250751	11.70-
00073 G & K SERVICES	1035709691	00160641	15000341	MATS 4/04	04/30/16	250751	5.10-
00073 G & K SERVICES	1035711947	00160641	15000342	MATS 4/11	04/30/16	250751	5.10-
00073 G & K SERVICES	1035714202	00160641	15000343	MATS 4/18	04/30/16	250751	5.10-
00073 G & K SERVICES	1035716464	00160641	15000344	MATS 4/25	04/30/16	250751	5.10-
G & K SERVICES							
Sum							214.59-
00073 GILLILANDS ELECTRONICS S	61622	00159657	15000323	SET UP HOLIDAY RING PLAN	04/30/16	250755	150.00-
GILLILANDS ELECTRONICS S							
Sum							150.00-
00073 GROVE TRANSIT	JARC 3/20-27	00160479	15000324	JARC TRIPS THROUGH 4/2/16	04/30/16	250762	2,947.50-
GROVE TRANSIT							
Sum							2,947.50-
00073 JERRY'S AUTOMOTIVE REPAI	17604	00160525	15000347	REPAIRS U#16761 BUS	04/30/16	250792	563.05-
JERRY'S AUTOMOTIVE REPAI							
Sum							563.05-
00073 MS MUNICIPAL LEAGUE	REG WHITE 6/	00160648	15000345	REG WHITE CONF BILOXI	04/30/16	250831	235.00-

MS MUNICIPAL LEAGUE

Sum							235.00-
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00073 MS POWER COMPANY	4/13 M TRANS	00201614	15000327	MNTHLY ELEC-MASS TRANSIT	04/30/16	250833	982.29-
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MS POWER COMPANY

Sum							982.29-
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00073 NEWELL PAPER COMPANY	868710	00160421	15000326	JANIT SUPP FOR OFFICE	04/30/16	250837	222.30-
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NEWELL PAPER COMPANY

Sum							222.30-
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00073 NEWKS EATERY	PO#160478 4/	00160478	15000346	FOOD HCT SMPDD MEETING 4/21	04/30/16	250838	404.00-
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NEWKS EATERY

Sum							404.00-
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00073 TEAMBG & ASSOCIATES LMA, 0033815		00160475	15000330	DIESEL OIL CONDITIONER BUSES	04/30/16	250894	2,587.46-
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TEAMBG & ASSOCIATES LMA,

Sum							2,587.46-
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00073 VERIZON WIRELESS	763503610	00160546	15000325	GPS 5/16 PARATRANSIT BUSES	04/30/16	250914	200.09-
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VERIZON WIRELESS

Sum							200.09-
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00073 WARING OIL CO (GULFPORT) 001474580		00160419	15000348	MOTOR OIL FOR BUSES	04/30/16	250919	1,897.50-
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WARING OIL CO (GULFPORT)

Sum							1,897.50-
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00073 WATERS INTERNATIONAL TRU 08810630		00159978	15000331	A/C REPR U#18573	04/30/16	250922	5,447.11-
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WATERS INTERNATIONAL TRU

Sum							5,447.11-
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Sum

40,678.85-

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WATER&SEWER CONSTRUCTION FUND

00075 UTILITY SERVICE CO INC

6248 1/01/16 00160400 15000046 QUARTERLY TANK INSPECTIONS

04/30/16

250910

41,976.89-

UTILITY SERVICE CO INC

Sum

41,976.89-

Sum

41,976.89-

CITY OF HATTIESBURG

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COMMUNITY CENTERS' FUND							
00077 ANTIOCH BAPTIST CHURCH (	SHERRILL CEN	02016433	15000291	DAMAGE DEPOSIT REFUND	04/30/16	250669	100.00-

ANTIOCH BAPTIST CHURCH (							100.00-
Sum							150.00-
00077 BARNES, ZAKIYA (REFUND)	CE ROY CENTE	02016433	15000287	DAMAGE DEPOSIT REFUND	04/30/16	250681	150.00-

BARNES, ZAKIYA (REFUND)							150.00-
Sum							49.63-
00077 C SPIRE WIRELESS (CELLUL	3/23/16-4/22	02016455	15000309	CELL SERV 4/16 COMM CENTERS	04/30/16	250701	49.63-

C SPIRE WIRELESS (CELLUL							49.63-
Sum							146.25-
00077 CARQUEST AUTO PARTS STOR	14758-68260	00160417	15000280	LOCK SWITCH U#10146 COMM CTRS	04/30/16	250706	146.25-

CARQUEST AUTO PARTS STOR							146.25-
Sum							17,806.78-
00077 CITY OF HATTIESBURG FUND	TRF 3RD 4/16	02016444	15000292	TRF 3RD 4/16 PAYROLL	04/27/16	310921	17,806.78-

CITY OF HATTIESBURG FUND							17,806.78-
Sum							57.00-
00077 ECONOMY SUPPLY CO	249403	00160283	15000283	RESTOCK FEE COVE BASE RETURN	04/30/16	250727	57.00-

ECONOMY SUPPLY CO							57.00-
Sum							90.00-
00077 ELEVATOR TECHNICAL SERVI	2015-12	00160436	15000281	ELEV INSPECT CULTURAL CENTER	04/30/16	250728	90.00-

ELEVATOR TECHNICAL SERVI							90.00-
Sum							85.12-
00077 FARRELL-CALHOUN	13734	00160462	15000285	PAINT SUPP MCNAIR CENTER	04/30/16	250736	85.12-

FARRELL-CALHOUN							85.12-
Sum							43.46-
00077 G & K SERVICES	1035709717	00160661	15000297	UNIFORMS 4/04 COMM CNTRS	04/30/16	250751	43.46-
00077 G & K SERVICES	1035711974	00160661	15000298	UNIFORMS 4/11 COMM CNTRS	04/30/16	250751	43.46-
00077 G & K SERVICES	1035714228	00160661	15000299	UNIFORMS 4/18 COMM CNTRS	04/30/16	250751	43.46-
00077 G & K SERVICES	1035716491	00160661	15000300	UNIFORMS 4/25 COMM CNTRS	04/30/16	250751	43.46-

G & K SERVICES							173.84-
Sum							113.60-
00077 GARNER LUMLEY ELECTRIC S	523788	00160373	15000284	ELEC SUPP MCNAIR CNTR LIGHTS	04/30/16	250752	113.60-

GARNER LUMLEY ELECTRIC S							113.60-
Sum							48.00-
00077 HAVARD PEST CONTROL INC	983305	00020163	15000307	SRV 4/16 CE ROY CENTER	04/30/16	250771	48.00-
00077 HAVARD PEST CONTROL INC	983284	00020163	15000308	SRV 4/16 SHERRILL CENTER	04/30/16	250771	115.00-

HAVARD PEST CONTROL INC								
Sum								163.00-
00077 INDOFF INC	2785274	00160172	15000279	OFFICE SUPP COMM CENTERS	04/30/16	250782		90.95-

INDOFF INC								
Sum								90.95-
00077 MOORE, JAMES (REFUND)	CULTURAL CEN	02016433	15000288	DAMAGE DEPOSIT REFUND	04/30/16	250824		250.00-

MOORE, JAMES (REFUND)								
Sum								250.00-
00077 MS POWER COMPANY	4/16 COMM CN	00201614	15000282	MNTHLY ELEC-COMM CENTERS	04/30/16	250833		2,252.70-

MS POWER COMPANY								
Sum								2,252.70-
00077 NEWELL PAPER COMPANY	865651	00159415	15000295	TOILET TISSUE COMM CNTRS	04/30/16	250837		334.68-
00077 NEWELL PAPER COMPANY	865835	00159415	15000296	TOILET TISSUE COMM CNTRS	04/30/16	250837		67.63-
00077 NEWELL PAPER COMPANY	865651 CREDI	00159415	15000305	CREDIT	04/30/16	250837		240.00
00077 NEWELL PAPER COMPANY	865787	00159415	15000306	TOILET TISSUE COMM CENTERS	04/30/16	250837		240.00-

NEWELL PAPER COMPANY								
Sum								402.31-
00077 OFFICE DEPOT INC	829263547002	00159638	15000293	OFFICE SUPP COMM CENTERS	04/30/16	250843		15.99-
00077 OFFICE DEPOT INC	829263546001	00159638	15000294	OFFICE SUPP COMM CNTRS	04/30/16	250843		165.44-

OFFICE DEPOT INC								
Sum								181.43-
00077 SOLAR SUPPLY INC	3477789	00160261	15000277	A/C REPR PTS MCNAIR CENTER	04/30/16	250880		563.73-
00077 SOLAR SUPPLY INC	3477635 CRED	00160261	15000278	CREDIT PO#159592	04/30/16	250880		23.75
00077 SOLAR SUPPLY INC	3477843	00160358	15000301	BLDG SUPP MCNAIR CENTER	04/30/16	250880		177.03-
00077 SOLAR SUPPLY INC	3477844	00160358	15000303	BLDG SUPP MCNAIR CENTER	04/30/16	250880		176.98-
00077 SOLAR SUPPLY INC	3477845	00160358	15000304	CREDIT	04/30/16	250880		177.03

SOLAR SUPPLY INC								
Sum								716.96-
00077 SULLIVAN, TREY (REFUND)	MCNAIR CENTE	02016433	15000290	DAMAGE DEPOSIT REFUND	04/30/16	250891		50.00-

SULLIVAN, TREY (REFUND)								
Sum								50.00-
00077 TRI-STATE AUTOMATIC DOOR	160276	00160276	15000302	HANDICAP PUSH BUTTON MCNAIR	04/30/16	250898		132.00-

TRI-STATE AUTOMATIC DOOR								
Sum								132.00-
00077 WILLIAM CAREY UNIVERSITY	65091	02016433	15000289	DAMAGE DEPOSIT REFUND	04/30/16	250926		100.00-

WILLIAM CAREY UNIVERSITY								
Sum								100.00-
00077 WILLMUT GAS & OIL COMPAN	4/16 COMM CN	00201614	15000286	MNTHLY GAS-COMM CNTRS	04/30/16	250928		63.87-

WILLMUT GAS & OIL COMPAN								

Sum	63.87-
Sum	23,175.44-

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INDUSTRIAL PARK DEVELOPMENT

00087 SHOWS DEARMAN & WAITS IN 19048

00160584 15000028 ENGR FEES 2/21-3/26 IND PARK

04/30/16

250877

494.00-

SHOWS DEARMAN & WAITS IN

Sum

494.00-

00087 WISE CARTER CHILD & CARA 182031

00160585 15000029 SERVS GENERAL MATTERS IND PK

04/30/16

250929

1,150.00-

WISE CARTER CHILD & CARA

Sum

1,150.00-

Sum

1,644.00-

Grand Total Level

Sum

3,151,799.61-